

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**



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03/27/18
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Application of Vesta Solutions, Inc. for a certificate of public convenience and necessity to provide: (i) resold and partial facilities-based competitive local exchange service within the service territories of Pacific Bell Telephone Company, Frontier California Inc., Consolidated Communications of California Company, and Citizens Telecommunications Company of California, Inc.; and (ii) resold and partial facilities-based interexchange services on a statewide basis.

A. _____

APPLICATION OF VESTA SOLUTIONS, INC.

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Dated: March 27, 2018

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Application of Vesta Solutions, Inc. for a certificate of public convenience and necessity to provide: (i) resold and partial facilities-based competitive local exchange service within the service territories of Pacific Bell Telephone Company, Frontier California Inc., Consolidated Communications of California Company, and Citizens Telecommunications Company of California, Inc.; and (ii) resold and partial facilities-based interexchange services on a statewide basis.

A. _____

APPLICATION OF VESTA SOLUTIONS, INC.

Pursuant to Article I of Chapter 5 of the Public Utilities Code¹ (Section 1001 *et seq.*), Vesta Solutions, Inc. (“Vesta” or “Applicant”) hereby applies for a certificate of public convenience and necessity (“CPCN”) to provide: (i) partial facilities-based and resold competitive local exchange service throughout the service territories of Pacific Bell Telephone Company, Verizon California, Inc., Consolidated Communications of California Company, and Citizens Telecommunications Company of California, Inc.; and (ii) partial facilities-based and resold interexchange service statewide.

In support of its application, Vesta respectfully shows:

¹ All statutory references herein are to the California Public Utilities Code unless otherwise indicated.

I. RULE 2.1(a) –INFORMATION REGARDING APPLICANT

Applicant's exact legal name is Vesta Solutions, Inc. Applicant was incorporated in the State of California on September 19, 1968. Applicant was formerly known as "Airbus DS Communications, Inc." ("Airbus").

On May 25, 2017, the Commission issued Decision No. 17-05-022, in A.16-04-021. D.17-05-022 granted Applicant, under its former name, "Airbus DS Communications, Inc." ("Airbus"), a certificate of public convenience and necessity ("CPCN") authorizing Applicant to provide precisely the same service for which authority is sought herein. (The instant application is identical in all material respects to A.16-04-021.) Applicant, however, never commenced public utility service pursuant to that CPCN and relinquished the CPCN pursuant to Applicant's Advice Letter No. 4. Advice Letter No 4 was a Tier 1 advice letter and was effective on the date of filing, March 6, 2018.

On March 7, 2018, Motorola Solutions, Inc. ("Motorola"; NYSE: MSI) acquired Applicant's parent corporation, Plant Holdings, Inc.² On the same date, Applicant filed a Certificate of Amendment of Articles of Incorporation with the California Secretary of State changing its name to "Vesta Solutions, Inc."

Applicant's principal place of business is 42505 Rio Nedo, Temecula, CA 92590. is incorporated under the laws of the State of California. It telephone number is 951-719-2100.

² Plant Holdings, Inc. owned 100% of the shares of Applicant. On August 23, 2017, Applicant, Motorola, and Plant Holdings ("Joint Applicants") filed A. 17-08-021 seeking authority, pursuant to Section 854(a) for Motorola to acquire Applicant. Applicant, however, relinquished its CPCN on March 6, 2018 and never initiated service pursuant to it. (See, Ordering Paragraph 4 of D.17-05-022 (May 25, 2017) and Paragraph 2 of Attachment B to D.17-05-022.) A.17-08-021 became moot and on March 23, 2018, Joint Applicants withdrew it.

II. RULE 2.1(b) – CORRESPONDENCE AND COMMUNICATIONS

All communications, correspondence, and pleadings with respect to this application should be directed to:

Thomas J. MacBride, Jr.
John Clark
Goodin, MacBride, Squeri & Day, LLP
505 Sansome Street, Suite 900
San Francisco, CA 94111
Telephone: (415) 392-7900
Facsimile: (415) 398-4321
E-mail: tmacbride@goodinmacbride.com

With a copy to:

Vesta Solutions, Inc..
Attn: Paula Pileggi, Director, Legal
42505 Rio Nedo
Temecula, CA 92590
Telephone: (951) 719.2120
Email: Paula.Pileggi@motorolasolutions.com

III. RULE 2.2 – CORPORATE DOCUMENTS

Applicant is incorporated in the State of California and is in good standing under the laws of this State. Attached as hereto as EXHIBIT A are (1) A copy of Applicant's organizing documents (Articles of Incorporation) filed A.16-04-021, (2) the Mrch 7, 2018 amendment to the Articles of Incorporation changing the name of the corporation to "Vesta Solutions, Inc." and (3) Applicant's Certificate of Good Standing with the California Secretary of State.³

IV. RULE 2.4 – CEQA COMPLIANCE

As set forth in Part V *infra*, Applicant will not be constructing any outside plant for the purpose of providing its proposed services. Any installation of telecommunications

³ Applicant's current status may also be verified at the Secretary of State's website at: <https://businesssearch.sos.ca.gov/CBS/Detail> under Entity Number C0553346.

facilities will be entirely within existing conduit or other structures. In accordance with the Commission's determination in D.99-10-025, it can be seen with certainty that no material adverse environmental impacts will result from Applicant's activities because no external construction will be involved. See, D.99-10-025, mimeo., at p. 7. Applicant's Proponent's Environmental Assessment ("PEA") is attached as **EXHIBIT B**

V. RULE 3.1(a) – DESCRIPTION OF PROPOSED CONSTRUCTION

Applicant intends to offer 9-1-1 emergency services to government and quasi-government Public Safety Answering Points (PSAPs) and may also provide other local exchange telecommunications services and interexchange telecommunications services including, but not limited to, business resold and limited facilities-based local, interexchange, bundled interexchange, and wholesale or carrier-to-carrier Next Generation 911 services, including bundles of data, voice and/or wireless services in support of Next Generation 911 service. Vesta will not provide residential telecommunications services.

Applicant will utilize outside plant and other facilities of incumbent local exchange carriers and other facilities-based carriers, and will not be constructing or extending any outside plant.

VI. RULE 3.1(b) – LIST OF COMPETITORS, CITIES, AND COUNTIES

Pursuant to Ordering Paragraph 6 of D.97-06-107, applications such as this are exempt from the requirements of this rule.

VII. RULE 3.1(c) - MAP

A map illustrating Applicant's proposed service area is attached hereto as **EXHIBIT C**.

VIII. RULE 3.1(d) - PERMITS

No discretionary franchises or health or safety permits will be required for the

provision of the services described herein. Applicant will abide by all applicable local permitting requirements in carrying out any construction activities authorized by the Commission.

IX. RULE 3.1(e) – PUBLIC CONVENIENCE AND NECESSITY

Applicant submits the following in support of its belief that the public convenience and necessity require Commission approval of its application:

A. Applicant's proposed services will be designed to meet the telecommunications needs of PSAPs and permit them to realize cost savings in communications services.

B. Commission approval of the instant application will reaffirm the principle of competition in the telecommunication market within California and benefit California telephone users by providing (i) lower-priced and better-quality service, (ii) innovative telecommunications services, (iii) efficient use of existing communications resources and increased diversification and reliability in the supply of communications services, and (iv) development and expansion of the telecommunications industry in California with attendant employment opportunities for California customers.

C. 47 U.S.C. § 253(a) establishes a national policy favoring competition in the provision of telecommunication services and prohibiting any regulation or other legal requirement that prohibits or has the effect of prohibiting any entity from providing a telecommunications service.

X. RULE 3.1(f) AND (g) – ESTIMATED COST OF CONSTRUCTION AND METHOD OF FINANCING

Applicant has no current specific construction plans and therefore cannot provide an estimate of construction costs. However, any construction activities undertaken by Applicant will be funded through financing procured from private sources or through grants.

XI. RULE 3.1(h) – STATEMENT OF PROPOSED RATES

Applicant's proposed rates to be charged for services rendered are included in the proposed tariff attached as **EXHIBIT D** which is the same statement of rates submitted with A.16-04-021, *except that the tariff sheets have been corrected to comply with Conclusion of Law No. 4 of D. 17-05-022 and Attachment A thereto*. Post-certification, the tariff will be revised in accordance with guidance from the California Office of Emergency Services.

It is possible that in the future, Applicant will provide services for which a tariff is not required. In such an event, in accordance with D.07-09-018, Applicant will make available to the public its rates, terms, and conditions for detariffed services on its website and provide a toll-free number for consumers to call to obtain a copy of rates, terms, and conditions.

XII. RULE 3.1(i) – GENERAL ORDER 104-A

No matters that must be reported pursuant to section 2 of GO 104-A have occurred or are currently known to be proposed, except that Applicant does anticipate that, consistent with standard corporate business practices, certain financial, accounting, procurement, and other functions may be carried out on a consolidated basis with Applicant's parent and other affiliates.

XIII. RULE 3.1(j) – NUMBER OF CUSTOMERS

Users of 9-1-1 services number in the millions but those users will not be customers of Applicant. Applicant's customers will be the government and quasi-government Public Safety Answering Points (PSAPs) that serve California. Applicant estimates that it will serve ten (10) customers during the first year and up to fifty (50) customers during the fifth year of operations.

XIV. TECHNICAL QUALIFICATIONS

Applicant first pioneered 911 call handling at customer premises over four

decades ago and has supported thousands of Public Safety Answering Points (“PSAPs”) and other public safety organizations in North America as a provider of customer premise equipment and associated call handling software. Applicant has not previously engaged in the delivery of services subject to Commission jurisdiction, but clearly has the technical and managerial qualifications necessary to provide the proposed services in California.

Indeed, D.17-05-022 found that Applicant *as a standalone entity* “possesses sufficient experience, knowledge, and technical expertise to provide local exchange services to the public.”⁴ The recent acquisition of Applicant by Motorola Solutions augments that “experience, knowledge and technical expertise.”

Motorola Solutions is the leading global provider of mission critical communication infrastructure, devices, accessories, software and services to first responders. Motorola is already the predominant public safety communications provider at the state and local level in California. It maintains a deep corporate understanding of California’s public safety community, that community’s operations and its communications requirements. Motorola Solutions intends to leverage Vesta’s 911 call handling technology to invest in and expand NG 911 service offerings and related emergency services in California.

Motorola Solutions’ acquisition of Applicant bolsters Applicant’s ability to accelerate the development and deployment of Next Generation 911 services in the State. The public safety community in California and the citizens of the State will benefit if the Commission makes it possible for Applicant to be able to compete for the State’s NG911 business.

Attached as **EXHIBIT E** are resumes and/or biographies showing past employment of Applicant’s key management and technical personnel demonstrating that

⁴ Finding of Fact No. 6 of D.17-05-022.

Applicant possesses significant technical and managerial expertise for operating a telecommunications company. Attached as **EXHIBIT F** is a sworn statement submitted pursuant to Ordering Paragraph 14 of D.13-05-035. Included as part of the Verification of this Application is a sworn statement submitted pursuant to Ordering Paragraph 4 of D.13-05-035, attesting that Applicant will comply with the performance bond requirement established by that decision.

Based on the foregoing, Applicant submits that it has shown that it is qualified to provide the proposed services.

XV. FINANCIAL ABILITY

Applicant is financially qualified to provide the services proposed in its Application. Applicant is a wholly owned subsidiary of Motorola Solutions (“Motorola”; NYSE: MSI) and its financial results are reported on a consolidated basis with those of Motorola. Attached as **EXHIBIT G** are excerpts from Motorola’s latest audited SEC Form 10-K, consolidated balance sheets and, income statements. These documents demonstrate that Applicant possesses the minimum amount of unencumbered cash or cash equivalent to meet the Commission’s financial requirements and to satisfy any deposits to other carriers that may be required to provide the proposed services under D.95-12-056 (Appendix C). Applicant is financially sound and capable of financing and operating its proposed operations.

XVI. SCOPING INFORMATION

Proposed Category: Applicant proposes that the Commission classify this proceeding as ratesetting. Although this Application does not affect rates, the definitions of “adjudicatory” or “quasi-legislative” clearly do not apply to this application. Under the Commission’s rules, when a proceeding does not clearly fit any of the categories, it should be conducted under the ratesetting procedures. *See*, Rule 7.1(e)(2).

Need for hearing: No hearing is needed for the Commission to act on Applicant's request.

Issues to be considered: The sole issues in this proceeding are whether the Applicant has the requisite financial and technical qualifications to provide service.

Proposed Schedule: Applicant proposes the following schedule:

March 27, 2018 - Application filed.

April 2, 2018 - Notice of Application in Daily Calendar

May 1, 2018 - Final date for protests

May 11, 2018 - Pre-Hearing Conference (preferably telephonic); application deemed submitted.

June 14, 2018 - Proposed Decision; comments waived pursuant to Rule 14.6(b) and Section 311(g)(2).

July 26, 2018 - Commission decision issued granting application.

WHEREFORE, Applicant requests that the California Public Utilities Commission authorize it to provide partial facilities-based and resold local exchange and interexchange telecommunications services, as set forth above.

Respectfully submitted March 27, 2018 at San Francisco, California.

GOODIN, MACBRIDE,
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Email: tmacbride@goodinmacbride.com

By /s/ Thomas J. MacBride, Jr.
Thomas J. MacBride, Jr.

Attorneys for Applicant
Vesta Solutions, Inc.

VERIFICATION

SWORN AFFIDAVIT

(Pursuant to D.13-05-035, Attachment B)

My name is Paula Pileggi and I am the Assistant Secretary of Vesta Solutions, Inc. My personal knowledge of the facts stated herein has been derived from my role as the Assistant Secretary of Vesta Solutions, Inc. and I am authorized to make this verification on its behalf.

I affirm that Vesta Solutions, Inc.:

- Agrees to comply with all federal and state statutes, rules, and regulations, (state whether application is for a Certificate of Public Convenience and Necessity (CPCN), Transfer, Merger, etc.) and state contractual rules and regulations, if granted the request as stated in this application;
- Certifies that all answers to the attached Application for CPCN are true and correct; and
- In the event Applicant's request for a CPCN or Wireless Identification Registration is granted, Applicant agrees to post a continuous bond (i.e., there is no termination date on the bond) performance bond equivalent to \$25,000 for the first year of operation or 10% of intrastate revenue (for subsequent years), issued by a corporate surety company authorized to transact surety business in California, and with the Commission listed as the obligee on the bond. Further, I will provide a copy of the executed performance bond to the Director of the Communications Division with the written notification to the Commission of acceptance of operating authority.

I affirm and declare under penalty of perjury under the laws of the State of California, including Rule 1.1 of the California Public Utilities Commission's Rules of Practice and Procedure, that, to the best of my knowledge, all of the statements and representations made in this Application are true and correct.

A handwritten signature in cursive script, reading "Paula Pileggi", written over a horizontal line.

Paula Pileggi, Assistant Secretary

EXHIBIT A

ORGANIZATIONAL DOCUMENTS

NCTO

A0809876

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CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

FILED
Secretary of State
State of California

MAR - 7 2018

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The undersigned certify that:

1. They are the President and Secretary, respectively, of Airbus DS Communications, Inc., a California corporation.
2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

"The name of the corporation (the "Corporation") is Vesta Solutions, Inc."
3. The foregoing amendment of the Articles of Incorporation has been duly approved by the Board of Directors.
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is 1,000 shares of common stock. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: March 7, 2018

BWB
Bruce Brda, President

Kristin L. Kruska
Kristin L. Kruska, Secretary



I hereby certify that the foregoing
transcript of 1 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

MAR 08 2018

Date: _____

Alex Padilla

ALEX PADILLA, Secretary of State

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FILED
Secretary of State
State of California

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0553346

CERTIFICATE OF AMENDMENT AND
RESTATEMENT OF
ARTICLES OF INCORPORATION
OF CASSIDIAN COMMUNICATIONS, INC.

The undersigned certify that:

1. They are the president and secretary, respectively, of Cassidian Communications, Inc., a California corporation.
2. The Articles of Incorporation of this corporation are amended and restated in their entirety to read as follows:

"ARTICLES OF INCORPORATION
OF AIRBUS DS COMMUNICATIONS, INC.

ARTICLE I

The name of the corporation (the "Corporation") is Airbus DS Communications, Inc.

ARTICLE II

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.


ARTICLE III

The Corporation is authorized to issue only one class of shares of stock, consisting of Common Stock, par value \$0.01 per share; and the total number of shares which the Corporation is authorized to issue is one thousand (1,000)."

3. The foregoing amendment and restatement of the Articles of Incorporation has been duly approved by the Board of Directors.
4. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is one thousand (1,000). The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: 6/26, 2014


Robert Freinberg, President


Paula Pileggi, Secretary



I hereby certify that the foregoing
transcript of 2 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

OCT 02 2015

Date:

A handwritten signature in cursive script, appearing to read "Alex Padilla".

ALEX PADILLA, Secretary of State

Handwritten initials in cursive script, possibly "AP".

**State of California
Secretary of State**

CERTIFICATE OF STATUS

ENTITY NAME:

VESTA SOLUTIONS, INC.

FILE NUMBER: C0553346
FORMATION DATE: 09/19/1968
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of March 09, 2018.

ALEX PADILLA
Secretary of State

EXHIBIT B

PROPONENT'S ENVIRONMENTAL ASSESSMENT

Applicant will provide its services using facilities and services of other carriers or its own facilities, which Applicant will install in or on existing structures. In accordance with the Commission's determination in D.99-10-025, no material adverse environmental impacts will result from Applicant's proposed activities because no external construction will be involved. (See, D.99-10-025, mimeo., at p. 7.) Therefore, this PEA is limited to the foregoing information and the statement that it can be seen with certainty that there is no possibility that the project may have a significant adverse effect on the environment.

EXHIBIT C

SERVICE AREA MAP

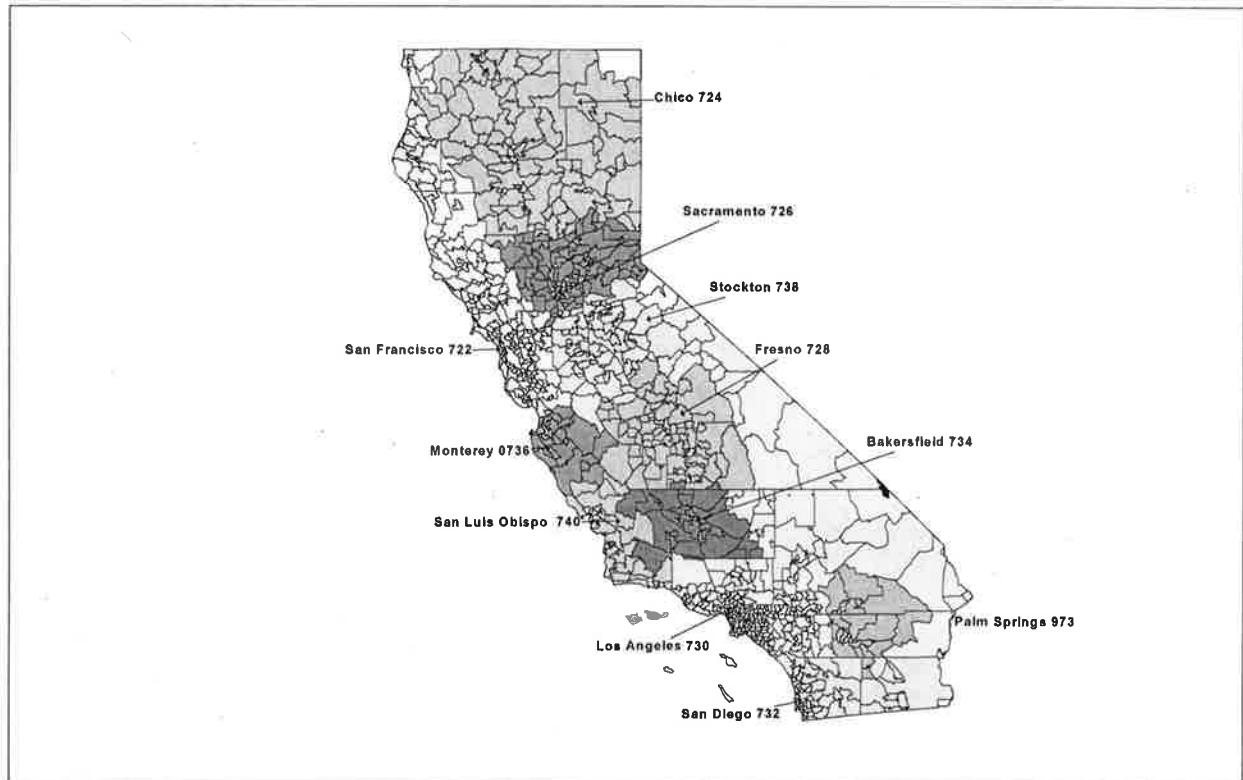


EXHIBIT D

DRAFT TARIFF

Vesta Solutions, Inc.
42505 Rio Nedo
P.O. Box 9007
Temecula, CA 92590
Corp. ID # U-

Schedule CAL. P.U.C. No. 1

Original Sheet No. 1

Tariff Schedule Applicable to
TELECOMMUNICATIONS SERVICES
Telecommunications Services Furnished by
Vesta Solutions, Inc.
Between Points Within the State of California

Advice Letter No.
Decision No.

Date Filed:
Effective Date:

Resolution No. _____

Paula Pileggi
Director, Legal

Vesta Solutions, Inc.
42505 Rio Nedo
P.O. Box 9007
Temecula, CA 92590
Corp. ID # U-

Schedule CAL. P.U.C. No. 1

Original Sheet No. 2

Introduction

This Tariff of Terms and Conditions, Services, and Rates ("Tariff") describes the terms, conditions, and rates under which Vesta Solutions, Inc. ("Vesta" or Company") will provide telecommunications services, including 9-1-1 Emergency Services and NG9-1-1 Emergency Services in the state of California. By executing an Vesta Service Order Agreement (SOA) or Customer Agreement, or by using or paying for services provided herein, the Customer executing the SOA or Customer Agreement or paying for the services agrees to the service regulations and terms and conditions described herein.

The services covered in this Tariff are subject to availability and may not be available in all locations. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities by the Company, when necessary because of lack of facilities, or due to some other case beyond the Company's control.

Advice Letter No.
Decision No.

Date Filed:
Effective Date:

Resolution No. _____

Paula Pileggi
Director, Legal

TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Advice Letter No.
Decision No.

Date Filed:
Effective Date:

Resolution No. _____

Paula Pileggi
Director, Legal

Vesta Solutions, Inc.
42505 Rio Nedo
P.O. Box 9007
Temecula, CA 92590
Corp. ID # U-

Schedule CAL. P.U.C. No. 1

Original Sheet No. 4

CHECK SHEET

Sheets 1 through 119 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
1	Original	22	Original
2	Original	23	Original
3	Original	24	Original
4	Original	25	Original
5	Original	26	Original
6	Original	27	Original
7	Original	28	Original
8	Original	29	Original
9	Original	30	Original
10	Original	31	Original
11	Original	32	Original
12	Original	33	Original
13	Original	34	Original
14	Original	35	Original
15	Original	36	Original
16	Original	37	Original
17	Original	38	Original
18	Original	39	Original
19	Original	40	Original
20	Original	41	Original
21	Original	42	Original

An asterisk (*) indicates new or revised tariff page

Advice Letter No.
Decision No.

Date Filed:
Effective Date:

Resolution No. _____

Paula Pileggi
Director, Legal

Vesta Solutions, Inc.
42505 Rio Nedo
P.O. Box 9007
Temecula, CA 92590
Corp. ID # U-

Schedule CAL. P.U.C. No. 1.

Original Sheet No.5

CHECK SHEET (Continued)

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
43	Original	68	Original
44	Original	69	Original
45	Original	70	Original
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50	Original	75	Original
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67	Original	92	Original

An asterisk (*) indicates new or revised tariff page

Advice Letter No.
Decision No.

Paula Pileggi
Director, Legal

Date Filed:
Effective Date:
Resolution No. _____

CHECK SHEET (Continued)

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An asterisk (*) indicates new or revised tariff page

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Resolution No. _____

Paula Pileggi
Director, Legal

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SECTION 1 - GENERAL

1.1 EXPLANATION OF SYMBOLS

Pursuant to Public Utilities Code Section 491, the following symbols will be used to identify tariff changes:

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (L) – To signify material relocated to another part of tariff schedules with no change in text
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate
- (Z) – To signify a correction

SECTION 1 – GENERAL (Continued)

1.2 Application of Tariff

1.2.1 Reserved for Future Use

1.2.2 The Company's services are available to government and quasi-government Public Safety Answering Points (PSAPs).

1.2.3 The Company's service territory is Statewide.

1.2.4 Continued use of, or payment for, services provided under an SOA or Customer Agreement after notification of modification to the terms and conditions described in this Tariff shall be deemed acceptance of those modifications.

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SECTION 1 – GENERAL (Continued)

1.3 Availability of Company Tariff

1.3.1 Complete copy of the Company's current tariff are maintained at the Company's business office located at:

Vesta Solutions, Inc.
42505 Rio Nedo
Temecula, CA 92590

1.3.2 Tariffs of Vesta Solutions, Inc. are also available on the Internet at:

www.tariffs.net/vesta/

1.3.3 The tariff of Vesta Solutions, Inc. is also available for public inspection at the California Public Utilities Commission.

SECTION 1 – GENERAL (Continued)

1.4 Definition of Terms

1.4.1 9-1-1

A three-digit telephone number used to facilitate the reporting of an emergency requiring response by a public safety agency.

1.4.2 9-1-1 Service Provider

The entity responsible for establishing and overseeing the functions necessary to accept 9-1-1 calls placed by callers, delivering the 9-1-1 calls to PSAPs using appropriate routing logic, and delivering emergency response information such as ANI and ALI.

1.4.3 ALI Database

A system of manual procedures and computer programs used to create, store and update ALI information.

1.4.4 Authorized User

A person, firm, or corporation that is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively. An authorized user must be specifically named in the application for service.

SECTION 1 – GENERAL (Continued)

1.4 Definition of Terms (Continued)

1.4.5 Automatic Numbering Identification (ANI)

A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

1.4.6 Automatic Location Identification (ALI)

The automatic display, on equipment at the PSAP, of the location of the caller's telephone number, the address for the telephone, including non-listed and non-published numbers and addresses, and other information about the caller's location.

1.4.7 Basic Local Exchange Carrier

Any person holding a Certificate of Public Convenience and Necessity issued pursuant to California Rules to offer local exchange telecommunications services whether as a facility-based carrier or as a reseller.

1.4.8 Basic Local Exchange Service or Basic Service

The telecommunications service that provides a local dial tone line and local usage necessary to place or receive a call within an exchange area and any other services or features that may be added by the Commission.

1.4.9 Call Bridging

The act of adding an additional party to an existing call; i.e., the origination of another leg on an existing call to include an additional party. With Call Bridging, the party adding the additional party remains connected to the call after the additional party is added.

SECTION 1 – GENERAL (Continued)

1.4 Definition of Terms (Continued)

1.4.10 Call Transfer

The act of adding an additional party to an existing call; i.e., the origination of another leg on an existing call to include an additional party. With Call Transfer, the party adding the additional party may disconnect before the additional party answers.

1.4.11 Central Office (CO)

A switching unit providing telecommunication services to Customers, designed for terminating and interconnecting lines and trunks. More than one CO may be located in a building.

1.4.12 Commission

California Public Utilities Commission.

1.4.13 Common Carrier

An authorized company or entity providing telecommunications services to the public.

1.4.14 Company

Vesta Solutions, Inc.

1.4.15 Customer

A person, partnership, firm, municipality, cooperative organization, corporation, or governmental agency furnished communications service by the Company under the provisions and regulations of this tariff and who is responsible for paying the communication service bills and for complying with applicable rules and regulations of the Company.

SECTION 1 – GENERAL (Continued)

1.4 Definition of Terms (Continued)

1.4.16 Customer Premises

A location designated by the Customer for the purposes of connecting to the Company's services.

1.4.17 Demarcation Point

A defined boundary dividing one area of responsibility from another.

1.4.18 E9-1-1 Emergency Service

A telecommunications service that uses ANI, ALI (including non-listed and non-published numbers and addresses), Selective Routing, and the three-digit number "9-1-1," for reporting police, fire, medical, or other emergency situations to a PSAP for referral to a public safety agency. As used in this tariff, E9-1-1 Emergency Service does not include discretionary equipment purchased, or contracted for that is not essential to the provision of E9-1-1 Emergency Service.

1.4.19 E9-1-1 Tandem or E9-1-1 Selective Routing Tandem

The switch that provides the routing and switching of 9-1-1 calls. The E9-1-1 Tandem controls delivery of the call with ANI to the PSAP and provides Selective Routing, speed calling, selective transfer, fixed transfer, and certain maintenance functions for each PSAP.

1.4.20 E9-1-1 Trunks

The facilities that connect from the central office serving the individual telephone that originates a 9-1-1 call to the E9-1-1 tandem.

SECTION 1 – GENERAL (Continued)

1.4 Definition of Terms (Continued)

1.4.21 Emergency Service Number (ESN)

An ESN is a number, typically three to five digits in length, that maps to a primary 9-1-1 call handler (usually a PSAP), and a set of emergency service agencies (e.g., law enforcement, fire, emergency medical service) that serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ).

1.4.22 Enhanced 9-1-1 (E9-1-1)

An emergency telephone service that includes ANI, ALI (including non-listed and non-published numbers and addresses), and (optionally) selective routing, to facilitate public safety response.

1.4.23 Facilities

Central office equipment, supplemental equipment, apparatus, wiring, cables (outside plant) and other material and mechanisms necessary to or furnished in connection with the services of the Company.

1.4.24 Governing Body

A board of county commissioners of a county or the city council or other governing body of a city, city and county, or town or state or the board of directors of a special district that oversees the PSAP(s) within the Governing Body's jurisdiction.

1.4.25 Holiday

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.

SECTION 1 – GENERAL (Continued)

1.4 Definition of Terms (Continued)

1.4.26 Individual Case Basis (ICB)

A service arrangement in which the regulations, rates, charges and other terms and conditions are developed based on the specific circumstances of the case. The tariff may specify "ICB pricing" for a service. The Company may or may not have an equivalent service in the tariff for which there is a tariffed rate, and the quoted ICB rates may be different than the tariffed rates. ICB must be provided under contract to a customer and the contract filed (under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate. Recurring and non-recurring charges for all services provided pursuant to this Tariff may be individualized for a particular Customer based on the need to respond to a unique service application and/or market condition. All services will be offered on the same basis to any other Customer, which has the same service specifications and market conditions.

1.4.27 Inside Wire

Wiring located on the building owner's Customer's side of the demarcation point. Such wiring is deregulated. Installation and maintenance of Inside Wiring is the responsibility of the Customer or premises owner.

1.4.28 Joint User

A person, firm or corporation designated by the Customer as a user of service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

1.4.29 Local Access and Transport Area (LATA)

A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

SECTION 1 – GENERAL (Continued)

1.4 Definition of Terms (Continued)

1.4.30 Local Exchange Carrier

Any person authorized by the Commission to offer local exchange telecommunications services whether as a facility-based carrier or reseller.

1.4.31 Local Exchange Service

The furnishing of telecommunications services by a Local Exchange Carrier to a Customer within an exchange for local calling. This service also provides access to and from the telecommunication network for long distance calling.

1.4.32 Master Street Address Guide (MSAG)

A database of street names and house number ranges within their associated communities that defines ESZs and associated ESNs to enable proper routing of E9-1-1 calls.

1.4.33 Maintenance of Service

Maintenance of Service denotes an occurrence of a visit to a Customer's premises in connection with a service difficulty when it is determined that the difficulty is due to a condition in Customer-provided facilities, terminal equipment, a communication system or for Customer-maintained premises wire. When a Maintenance of Service visit is made, Customer Premises Visit Charges will apply.

1.4.34 Minimum Point of Entry

The closest practicable point to where facilities of the Company cross a property line or enter a building.

SECTION 1 – GENERAL (Continued)

1.4 Definition of Terms (Continued)

1.4.35 National Emergency Number Association (NENA)

A not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number." NENA is a networking source and promotes research, planning and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 9-1-1 systems.

1.4.36 Network Control Signaling

Transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call process signals indicating reorder or busy conditions, alerting tones) to control the operating of switching equipment in the system.

1.4.37 Non-listed service

Telephone numbers that are not published in the telephone directory but are available through directory assistance.

1.4.38 Non-published service

Telephone numbers that are neither published in the telephone directory nor available through directory assistance.

1.4.39 Nonrecurring Charge (NRC)

The initial charge, usually assessed on a one-time basis, to initiate and establish service.

SECTION 1 – GENERAL (Continued)

1.4 Definition of Terms (Continued)

1.4.40 Person

Any individual, firm, partnership, copartnership, limited partnership, joint venture, association, cooperative organization, limited liability for profit or not), governmental agency, state, county, political subdivision, state department, commission, board, or bureau, fraternal organization, nonprofit organization, estate, trust, business or common law trust, receiver, assignee for the benefit of creditors, trustee, or trustee in bankruptcy or any other service user.

1.4.41 Premises

All the space in the same building that a Customer has the right of occupancy to the exclusion of others or shares the right of occupancy with others; and all space in different buildings on continuous property, provided such buildings are occupied solely by one Customer. Foyers, hallways, and other space provided for the common use of all occupants of a building are considered the premises of the operator of the building.

1.4.42 Private Branch Exchange (PBX) Service

An arrangement which comprises manual and/or automatic common equipment, wiring and station apparatus, and which provides for interconnection of main station lines associated with an attendant position and/or common equipment located on the Customer's premises or extended to another premises of the same Customer.

1.4.43 Pseudo Automatic Number Identification (pANI)

A number consisting of the same number of digits as ANI, and used to query routing and ALI databases.

SECTION 1 – GENERAL (Continued)

1.4 Definition of Terms (Continued)

1.4.44 Protector

An electrical device located in a central office, a Customer premises or anywhere along the telecommunications facility path. This device protects both the Company's and the Customer's property and facilities from high voltages and surges in current.

1.4.45 Public Agency

See "Governing Body"

1.4.46 Public Safety Answering Point (PSAP)

A facility equipped and staffed to receive 9-1-1 calls from the 9-1-1 Service Provider. PSAPs operate under the direction of the Governing Body and are responsible to direct the disposition of 9-1-1 calls.

1.4.47 Recurring Charges

The charges to the Customer for services, facilities and equipment, that continue to be assessed, usually on a monthly basis, for the agreed upon duration of the service.

1.4.48 Selective Routing

The process by which 9-1-1 calls/messages are routed to the appropriate PSAP or other designated destination, based on the caller's location information, and may also be impacted by other factors, such as time of day, call type, etc. Location may be provided in the form of an MSAG-valid civic address or in the form of geo coordinates (longitude and latitude). Location may be conveyed to the system that performs the selective routing function in the form of ANI or pseudo-ANI associated with a pre-loaded ALI database record (in Legacy 9-1-1 systems).

1.4.49 Selective Routing Tandem

See "E-911 Tandem"

SECTION 1 – GENERAL (Continued)

1.4 Definition of Terms (Continued)

1.4.50 Service Interruption

The inability to complete calls due to equipment malfunctions or human errors. Service Interruption shall not include service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Service Interruption include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company.

1.4.51 Service Order Agreement (SOA) or Customer Agreement

The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of an Service Order Agreement form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

1.4.52 Session Initiation Protocol (SIP)

A protocol (RFC3261) defined by the Internet Engineering Task Force (IETF) that defines a method for establishing multimedia sessions over the Internet. Used as the call signaling protocol in VoIP, i2 and i3.

1.4.53 TDD/Text Phone

A telecommunications device for use by deaf persons that employs graphic communication in the transmission of coded signals through a wire or radio communication system.

1.4.54 Telecommunications Device for the Deaf (TDD)/Text Phone Emergency

Access Provides 9-1-1 access to individuals that use TDDs and computer modems.

SECTION 1 – GENERAL (Continued)

1.4 Definition of Terms (Continued)

1.4.55 Telecommunications Relay Services (TRS)

These services provides the ability for hearing- or speech-impaired individuals to communicate, by wire or radio, with a hearing individual in a manner that is functionally equivalent to communication by an individual without a hearing or speech impairment. This definition includes telecommunication relay services that enable two-way communications between an individual who uses a TDD or other non-voice terminal device and an individual who does not use such a device.

1.4.56 Telematics

Personal safety devices utilizing a combination of electronic sensors, wireless communications technologies, and/or location determination technologies to signal or notify Telematics service providers when assistance is required. While Telematics devices are used for non-emergency purposes such as roadside assist or concierge services, navigation assistance, and vehicle tracking, the services described herein are specifically designed to facilitate the delivery of emergency Telematics calls to the appropriate responding agencies, where facilities permit.

1.4.57 Time Division Multiplexing (TDM)

A digital multiplexing technique for combining a number of signals into a single transmission facility by interweaving pieces from each source into separate time slots.

1.4.58 Vesta

Vesta Solutions, Inc., the filer of this tariff.

1.4.59 Wire Center

The building that houses the local switching equipment (Central Offices) from which exchange and private line services are furnished and where cable facilities are terminated.

1.4.60 Wire Center Serving Area

The area of the exchange served by a single wire center.

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SECTION 2 - RULES AND REGULATIONS

2.1. Undertaking of the Company

Company intends to offer 9-1-1 emergency services to government and quasi-government Public Safety Answering Points (PSAPs) and may also provide other local exchange telecommunications services and interexchange telecommunications services including, but not limited to, business resold and facilities-based local, interexchange, bundled interexchange, and wholesale or carrier-to-carrier Next Generation 911 services, including bundles of data, voice and/or wireless services in support of Next Generation 911 service. Applicant will not provide residential telecommunications services.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.1 Making proper application for service; placing any necessary orders, entering and into an SOA or Customer Agreement with the Company; complying with the SOA or Customer Agreement and tariff regulations; payment of all applicable charges for services pursuant to this tariff; and not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities.

2.2.1.2 In the case of damage to, or destruction of, any of the Company's equipment, instruments, apparatus, accessories or wiring due to the negligence or willful act of the Customer and not due to ordinary wear and tear, the Customer will be held responsible for the cost of restoring the equipment, instruments, apparatus, accessories or wiring to its original condition, or of replacing the equipment, instruments, apparatus, accessories or wiring destroyed. The Customer is required to reimburse the Company for loss, through theft, of equipment, instruments, apparatus, accessories or wiring furnished to the Customer.

2.2.1.3 All operations at the Customer's premises will be performed at the expense of the Customer and will be required to conform to whatever rules and regulations the Company may adopt as necessary in order to maintain a proper standard of service.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.2 Obligations of the Customer (Continued)

2.2.1.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company's personnel to install, repair, maintain, program, inspect, or remove equipment for the provision of the Company's services. Service Connections for Company provided services are to be made by only those personnel authorized by the Company.

2.2.1.5 The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and any service agreement between the Customer and the Company and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon five (5) days written notice via first class U.S. mail, terminate the Customer's service.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.2 Obligations of the Customer (Continued)

2.2.1.6 The Customer is required to provide adequate building space, lighting and atmospheric control for the proper installation, operation and maintenance of the equipment and facilities placed by the Company on the Customer's premises. When Company equipment, installed on the Customer's premises, requires power for its operation, the Customer is required to provide such power. The Customer is required to provide adequate commercial power, wiring, electrical outlets, and environmentally appropriate conditions necessary for the proper operation of the Company's equipment on the Customer's premises.

2.2.1.7 Customer shall obtain, maintain, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of communications cable and associated equipment used to provide services to the Customer from the cable building entrance or property line to the location of the equipment space. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company- provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service and entering into an SOA or Customer Agreement with the Customer.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.2 Obligations of the Customer (Continued)

- 2.2.2 To the extent caused by any negligent or intentional act of the Customer, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this tariff, any other tariff of the Company, or with the SOA or Customer Agreement, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- 2.2.3 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.2.4 The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff or the SOA or Customer Agreement including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or Joint or Authorized Users contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.2 Obligations of the Customer (Continued)

any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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Date Filed:
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SECTION 2 - RULES AND REGULATIONS (Continued)

2.3 Liability of the Company

2.3.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer or warranties or representations imposed by the Company should be upheld in a court of law.

Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

In view of the fact that the Customer has exclusive control of its communications over the facilities furnished it by the Company, and of the other uses for which facilities may be furnished it by the Company, and because of unavoidable errors incidental to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the following terms, conditions and limitations.

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense due to the following:

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Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers, except as contracted by the Company.

Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, acts of terrorism, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; any law, order, regulation or other action of any governing authority or agency thereof

Any unlawful or unauthorized use of Company facilities and services.

Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company- provided facilities or services; or by means of the combination of Company-provided facilities or services.

Breaches in the privacy or security of communications transmitted over Company facilities.

Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such

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equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in section 2.3.1.1.1.

Defacement of or damage to Customer Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof.

Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities.

Any non-completion of calls due to network busy conditions.

Any calls not actually attempted to be completed during any period that service is unavailable.

Any other claims resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.3 Liability of the Company (Continued)

2.3.1.1 Limitations

2.3.1.1.1 Except as otherwise provided herein, no liability for direct, incidental punitive or consequential damages shall attach to the Company, its officers, directors, agents, servants or employees, for damages or costs arising from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities, in the course of establishing, furnishing, maintaining, rearranging, moving, terminating, or changing the service(s) or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customer or users of the service or facilities) in the absence of gross negligence or willful and wanton conduct, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.

2.3.1.1.2 The remedy against the Company for an interruption or failure of service resulting from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities shall be as follows: At the Company's option, the Company shall either repair or replace any item of its facilities or defective part thereof at Company's expense.

2.3.2 Service Irregularities

2.3.2.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.3 Liability of the Company (Continued)

2.3.2.2 The Company does not transmit messages but offers the use of its facilities, when available, for communications between parties, each of which is present at a telephone or communications device.

2.3.2.3 Connections with Other Telecommunications Providers
When the Company uses the facilities or services of other companies to establish connections or provide services to Customer, the Company shall not be liable for any act or omission of the other company or companies, their agents, or employees, that limit the ability of Company to provide services to Customer as described in the SOA or Customer Agreement and this tariff.

2.3.3 Maintenance and Repair

2.3.3.1 All ordinary expense of maintenance and repair in connection with services provided by the Company is borne by the Company unless otherwise specified.

2.3.3.2 At the Customer's request, non-service-affecting maintenance and repair may be performed outside the Company's regular business hours or, in the Company's sole discretion and subject to any conditions it may impose, in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.3.3.3 Nonrecurring charges do not apply to repair service.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.3 Liability of the Company (Continued)

2.3.4 Database Errors or Omissions

2.3.4.1 Notwithstanding any other provisions herein, the Company expressly denies any representation or warranty that database records, data, or other information created, utilized or furnished hereunder will be furnished without interruption or free of errors or omissions. In no event shall the Company, its officers, directors, agents, servants, or employees, be liable for direct, incidental, punitive, or consequential damages for damages or costs arising from any such interruptions, errors, or omissions, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.

2.3.5 Limitation of Liability

2.3.5.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.4 Application for Service

2.4.1 Applications for establishment of service must be made to the Company in writing. These applications become contracts upon approval by the Company and the Customer or the establishment of service, and shall be subject at all times to the lawful rates, charges and regulations of the Company.

2.4.1.1 Requests from Customers for additional service or equipment must be made in writing and, upon approval of installation of the service, become a part of the original contract, except that each additional item is subject to the appropriate Tariff rates, charges and initial contract period, if any.

2.4.1.2 Any change in rates, charges or regulations authorized by the legally constituted authorities will act as a modification of all contracts to that extent without further notice.

2.4.2 Initial Contract Period

2.4.2.1 Service is provided on month-to-month or on a term agreement basis. The Initial Contract Period is one (1) year unless otherwise specified in this tariff or mutually agreed upon by contract. Penalties may apply for early termination of the SOA or Customer Agreement.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.4 Application for Service (Continued)

2.4.2.2 Except as otherwise stated in this tariff or an SOA or Customer Agreement, at the expiration of the initial term specified in each extension thereof, service shall be renewed automatically for a one (1) year term upon written notification to the Customer 60 days prior to the expiration of the initial term, unless the Customer provides notice of intent not to renew such agreement at least 60 days prior to the end of the initial or any additional term. Termination shall not relieve the Customer of its obligations to pay any charges incurred under the SOA or Customer Agreement and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term shall survive such termination.

2.4.3 Cancellation and Deferments

2.4.3.1 When the Company advises a Customer that ordered services are available on the requested due date, and the Customer is unable or unwilling to accept service at that time, the facilities will be held available for the Customer for a 30 business day grace period. If after 30 business days the Customer has still not accepted service, regular monthly billing for the ordered services may begin, or the facilities will be released for other service order activity, and cancellation charges (non-recurring charges that would have applied had the service been installed) may be applied. These cancellation and deferment provisions apply to requests for all Company services.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.4 Application for Service (Continued)

2.4.4 Initiation of Service

Within at least 10 days of initiating service, the Company shall state in writing for all new Customers all material terms and conditions that could affect what the Customer pays for telecommunications services provided by the Company, if such terms have not been previously disclosed in the Customer contract.

Each applicant for service shall provide credit information satisfactory to the Company, upon request of the Company. The Company may refuse service if credit is not established satisfactory to the Company.

Potential Customers who are denied service for failure to establish credit as described in this tariff must be given the reason for the denial in writing within 10 days of service denial.

2.4.5 Fraud

The Company shall have the right to refuse service if the acts of the customer are such as to indicate intention to defraud the Company. This includes fraudulently placing and receiving calls and/or providing false credit information.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.5 Payment for Service

2.5.1 The Customer is responsible for payment of all charges for facilities and services furnished the Customer, including charges for services originated, or charges accepted, at such facilities.

2.5.2 Customers will be billed directly by the Company and charges will be included in the Customer's regular bill pursuant to billing and collection agreements established by the Company with the applicable Customer.

2.5.3 Unless otherwise specified, all charges for Company-provided services, equipment and facilities, exclusive of usage or transaction sensitive charges, start the day after service is installed, continue through the day service is disconnected and are payable monthly in advance. Charges for usage or transaction related services are payable monthly for services used in the previous billing cycle, except the Company reserves the right to require payment of such charges at more frequent intervals.

2.5.4 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.5 Payment for Service (Continued)

- 2.5.5 In the event a Customer is indebted to the Company for charges and services previously rendered in California, or for service under one or more accounts at the same location, and the Customer does not pay the charges or satisfy such indebtedness, the Company may charge and bill such indebtedness against other accounts of this Customer.
- 2.5.6 In the event that payment from a Customer is less than the total amount of all charges owing to the Company and the Customer does not specifically designate the manner in which he wishes to apply said payment, then the Company may apply all or any part of the payments received to such accounts or indebtedness in any manner that the Company deems appropriate.
- 2.5.7 Except as otherwise specified, where the rate to be charged for a particular service is determined by applying a percentage or similar factor to a quoted rate, and such computation results in a fraction, the charge for the service shall be computed to the nearest cent, a half cent being increased to the next higher cent.
- 2.5.8 The furnishing of services, equipment and facilities and any indebtedness resulting therewith shall not result in a lien, mortgage or other security interest in any real or personal property of the Customer, unless such indebtedness has been reduced to judgment.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.5 Payment for Service (Continued)

2.5.9 Service may be discontinued or refused to a Customer for the nonpayment of any sum for service furnished in the State of California or for the provision of facilities which also have been provided in California.

2.5.10 Unless otherwise specified, in the event it becomes necessary for service to be discontinued to a Customer for nonpayment, a written notice of at least seven days (measured from the date of mailing) will be given to the Customer advising the Customer of the amount due and the date by which the same must be paid to avoid service being discontinued. If the Customer fails to pay or make suitable arrangements for payment by said due date, the Company may suspend the service or discontinue the service and remove any or all of the Company's equipment from the Customer's premises.

2.5.11 Payment of bills for service may be made by any means mutually acceptable to the Customer and the Company. Payment that is not honored or paid by the payer's designated financial institution will be considered as nonpayment. A returned payment charge is applicable to the account for each occasion that a payment is returned to the Company for reason of insufficient funds or closed account.

- Maximum Returned Payment Charge: \$25

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.5 Payment for Service (Continued)

2.5.12 Customers may have the following options as to the method of paying bills for Company provided service(s):

- If by U.S. Mail, by check or money order only;
- By any means acceptable to financial institutions and the Company.

2.5.13 Payments received by the Company on or before the due date on the Customer's bill will be considered timely. The following billing information shall be remitted with payment:

- Customer's name;
- Customer's telephone number
- Customer's address;
- Customer's Account Code (if applicable);
- Customer's account type;
- Amount of payment;
- Other information as required by the service agreement.

2.5.14 Payments received by the Company after the due and payable date on the Customer's bill may result in discontinuance of the Customer's service.

2.5.15 The Company will not be responsible if a Customer's service is discontinued after payment has been remitted, unless the payment is timely, as set forth in 2.5.13, or, if the payment is not timely, the requirements of 2.5.14. have not been met.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.5 Payment for Service (Continued)

2.5.16 Incomplete Calls

There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.6 Customer Deposits

2.6.1 The Company does not collect customer deposits.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 Late Payment Charges

2.7.1 A maximum late payment charge of 1.5% per month applies to all billed balances that are not paid by the billing date shown on the next bill and may not exceed 5% of the total original unpaid charges. Billed balances upon which late charges are calculated do not include any charges billed as local taxes.

2.7.2 Collection procedures and temporary disconnection of service are unaffected by the application of a late charge. The late payment charge does not extend the time for payment or otherwise enlarge or change the rights of a Customer. Notice of intention to pay late will not avoid this charge.

2.7.3 The late payment charge does not apply to the following:

- Bills mailed more than ten days after bill date.
- Final bills.
- One time miscellaneous bills.
- Billed amounts under dispute that are resolved to the Company's satisfaction in the Customer's favor.
- Payments received within 15 days of the billing invoice date in the case of all non-residential Customers.

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2.8 Customer Complaints, Billing Information and Disputes

2.8.1 General Information

Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.

The Company provides the following toll free number (1-844-291-6988) for customers to contact the carrier.

The Company will not collect attorney fees or court costs from customers.

2.8.2 Disputed Bill Procedure

2.8.2.1 In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:

2.8.2.1.1 The Customer may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount.

2.8.2.1.2 The undisputed portion of the bill and subsequent bills, other than the disputed amount, must be paid by the "Due by" date shown on the bill. The "Due by" date shall be no sooner than 15 days of the date of presentation. If the undisputed portion of the bill and subsequent bills become delinquent as described in Section 2.5 above, the service may be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.

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**2.8 Customer Complaints, Billing Information and Disputes
(Continued)**

2.8.2.1.3 If there is still disagreement about the disputed amount after an investigation and review by a manager of the Company, the Customer may appeal to the Consumer Affairs Branch ("CAB ") of the CPUC for an investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within 7 calendar days after the date on which the Company notifies the Customer that the investigation and review have been completed and that such deposit must be made or service will be disconnected. However, the service will not be disconnected prior to the Due By Date shown on the bill. The Company may not disconnect the Customer's service for nonpayment as long as the Customer complies with these conditions.

2.8.2.1.4 The Company shall respond within 10 business days to requests for information issued by CAB. CAB will review the Customer's claim of the disputed amount, communicate the results of its review to the Customer and the Company, and disburse the monies deposited by the Customer.

2.8.2.1.5 The addresses of the CPUC are as follows:

California Public Utilities Commission
Consumer Affairs Branch
California State Building
505 Van Ness Avenue
San Francisco, California 94102
(415) 703-1170
(800) 649-7570
(415) 703-2032 TDD

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.8 Customer Complaints, Billing Information and Disputes (Continued)

- 2.8.2.1.6 After the investigation and review are completed by the Company as noted in (1.) above, if the customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within 7 calendar days after the date the Company notifies the customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.9 Taxes and Fees

- 2.9.1 Rate schedules of the Company in California do not include any municipal, license, franchise, or occupation tax, costs of furnishing service without charge, or similar taxes or impositions on the Company.
- 2.9.2 The amount paid by the Company to a municipality as a cost of doing business within that municipality under a franchise, or pursuant to a license or occupation tax levied by the municipality, will be added to the bill for service to the Company's Customers within such municipality and for the privilege of employment within the municipality shall be so surcharged.
- 2.9.3 All state and local taxes and fees shall be listed as separate line items on the Customer's bill.
- 2.9.4 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.9.5 Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.9 Taxes and Fees (Continued)

2.9.6 "Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates excluding

- a. Universal Lifeline Telephone Service (ULTS) billings;
- b. charges to other certificated carriers for services that are to be resold;
- c. coin sent paid telephone calls (coin in box) and debit card calls;
- d. customer-specific contracts effective before 9/15/94;
- e. usage charges for coin-operated pay telephones;
- f. directory advertising and
- g. one-way radio paging

and the CPUC Reimbursement Fee rate excluding

- a. directory advertising and sales;
- b. terminal equipment sales;
- c. inter-utility sales) to intrastate services.

For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell (d.b.a. SBC California) tariffs."

SECTION 2 - RULES AND REGULATIONS (Continued)

2.10 Adjustment of Charges

2.10.1 Service Interruptions

2.10.2 For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both. Interruption does not include, and no credit allowance shall be given for, service difficulties such as busy circuits or other network and/or switching capacity shortages or as further defined.

2.10.3 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in the equipment owned, provided, and billed for, by the Company.

2.10.4 The credit allowance will not apply where service is interrupted by the negligence or willful act of the Customer or the failure of facilities provided by the Customer, or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of unlawful or improper use of the facilities or services, or any other reason covered by the Tariff or as further defined.

2.10.5 No credit allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the Customer is responsible for providing electric power.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.10 Adjustment of Charges (Continued)

- 2.10.6 Should any such error, mistake, omission, interruption, failure, delay, defect or malfunction of equipment or facilities result in an interruption or failure of service to a Customer for more than eight hours during a continuous 24-hour period after being reported by the Customer or discovered by the Company, whichever occurs first, an appropriate adjustment shall be made automatically by the Company to the Customer's bill. The adjustment, unless further defined, shall be a credit allowance on the monthly bill of 1/30 of the tariff monthly rate for all services and facilities affected by such interruption or failure for each occurrence of more than eight hours in a continuous 24-hour time period after notice by the Customer or discovery by the Company, whichever occurs first. Credit allowances in any billing period shall not exceed the total charges for that period for the services and facilities that are affected by the interruption or failure.
- 2.10.7 In addition and not by way of limitation, in the event that there is a delay in installation of service, if any service date is promised, or any failure to service or properly maintain the items of service as provided for herein concerning maintenance or any failure to repair or replace the items of service, then any refunds due, as provided within agreements with the customer, shall be applied.
- 2.10.8 Under all circumstances set forth above, the Company shall not be liable to the Customer or any other persons for special, incidental, punitive, or consequential damages, losses, expenses, or costs, if any.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.10 Adjustment of Charges (Continued)

2.10.9 Overcharge/Undercharge

2.10.9.1 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

2.10.9.2 When a customer has been undercharged, the amount of undercharge shall be billed to the customer consistent with applicable state rules and/or contractual agreements.

2.10.10 It shall be the obligation of the Customer to notify the Company of any interruptions in service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, consistent with G.O. 96-B, Section 8.5.7.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.11 Special Services

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

2.11.1 General

2.11.1.1 The rates and charges quoted in the Tariffs of the Company contemplate the use of service arrangements, equipment and facilities in quantities and types regularly furnished by the Company. Where equipment, facilities, or service arrangements are requested which are not provided for in the Company's applicable Tariffs, monthly rates and one-time charges, such as nonrecurring and construction charges, will apply based on the circumstances in each case.

2.11.1.2 These special equipment and service items will be provided whenever, in the judgment of the Company, there is a valid reason for providing the service requested. In such cases, the Company reserves the right to require an initial contract period commensurate with relevant circumstances.

SECTION 2 - RULES AND REGULATIONS (Continued)

2.11 Special Services (Continued)

- 2.11.1.3 The rates and charges specified contemplate that work will be performed during regular working hours and that work once begun will not be interrupted by the Customer. If, at the request of the Customer, work is performed outside of regular working hours, either to meet the Customer's convenience or because the time allowed is insufficient to permit completion during regular hours or if the Customer interrupts work which has begun, the Customer may be required to pay any additional costs incurred.
- 2.11.1.4 The rates and charges quoted in the Tariffs of the Company contemplate the use of standard procedures and practices for furnishing service, equipment and facilities. Where the Customer requests special procedures or practices, such as expedited material handling or shortened installation intervals through the use of overtime, etc., additional rates and charges will apply based on the circumstances in each case. These special practices or procedures will be provided at the discretion of the Company, depending upon each individual case.

SECTION 2 - RULES AND REGULATIONS (Continued)

2.12 Termination of Service

- 2.12.1 Customers may cancel service orally or in writing, unless specified differently within a term agreement. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., that accrue through the end of the Customer's bill cycle, unless otherwise noted in the description of the service affected.
- 2.12.2 If a Customer cancels an SOA or Customer Agreement or terminate services before the completion of the term for any reason whatsoever other than a Service Interruption, the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination.
- 2.12.3 The Customer's liability for early cancellation or termination of service shall be equal to the following:
- 2.12.3.1 All unpaid Nonrecurring Charges, less any portion of the underlying cost of the Nonrecurring Charges not yet incurred by the Company in preparing to establish service for the Customer;
- 2.12.3.2 Any disconnection, early cancellation or termination charges reasonably incurred and paid or owed to third parties by the Company on behalf of the Customer;

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.12 Termination of Service (Continued)

- 2.12.3.3 Fifty percent (50%) of the remaining contract value for the services provided under the SOA or Customer Agreement.
- 2.12.3.4 To the extent that there is no other requirement for use by the Company for facilities specially constructed at the request of the Customer pursuant to Section 2.11, termination charges in addition to those described in this Section may apply as determined on an Individual Case Basis.
- 2.12.3.5 Inclusion of termination liability by the Company in this tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.13 Provision and Use of Service and Facilities

2.13.1 Customer service will be furnished to Customers for:

- The Customer;
- The Customer's employees and representatives;
- Customers who share the Company's service;
- Joint users of Company provided services.

2.13.2 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the Company's services.

2.13.3 The Company's services are available for use twenty-four (24) hours per day.

2.13.4 Unlawful Use of Service

2.13.4.1 Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a Customer when:

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2.13 Use of Service (Continued)

- 2.13.4.2 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- 2.13.4.3 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.
- 2.13.4.4 If service has been physically disconnected by law enforcement officials at the Customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the Customer, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.
- 2.13.5 Obligation to Furnish Service
- 2.13.5.1 The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain with just and reasonable earnings, suitable rights and facilities, and to provide for the installation of those facilities required to the furnishing and maintenance of that service. At the option of the Company, in managing its facilities, certain regular service restrictions may be temporarily imposed at locations where new or additional facilities being constructed are not readily available to meet service demands.

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2.13 Use of Service (Continued)

2.13.5.2 When connections are requested and facilities to provide the required connections at the CO normally designated to serve the premises of the Customer are inadequate, facilities may be furnished from another CO to provide the requested interconnection. Under such circumstances additional monthly rates and installation charges will apply.

2.13.6 Limited Communication

The Company reserves the right to limit use of its services when emergency conditions arise that cause a shortage of facilities.

2.13.7 Resale/Sharing of Service

Service on Customers' premises furnished by the Company shall not be used for performing any part of the work of transmitting, delivering, or collecting any message where any toll or consideration has been or is to be paid any party other than the Company, without written consent of the Company.

2.13.8 The Company shall maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.13.9 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

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2.13 Use of Service (Continued)

2.13.10 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than for which it was provided.

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2.14 Denial of Service – Company N/A

2.14.1 Denial of Service Without Notice:

The company may discontinue service without notice for any of the following reasons:

2.14.1.1 Hazardous Conditions. The Company may terminate service for a condition on the Customer's premises determined by the Company to be hazardous.

2.14.1.2 Abuse.
Use of service that interferes with another Customer's service or that is used for any purpose other than its express intended purpose, or if a Customer or user causes or permits any signals or voltages to be transmitted over The Company's network in such a manner as to cause a hazard or to interfere with services to other Company Customers.

2.14.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.

2.14.1.4 Unlawful Use of Service. The service is furnished subject to the condition that it will not be used for an unlawful purpose. Upon request of an order from a court, acting within its jurisdiction, advising that such service is being used or will be used in violation of law, service will be discontinued.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.14 Denial of Service – Company N/A (Continued)

2.14.2 Denial of Service, With Notice:

The Company may discontinue service for any of the following reasons provided it has notified the Customer of its intent, in writing, to deny service and has allowed the Customer a reasonable time of not less than 10 days in which to remove the cause for denial.

2.14.2.1 Failure on Contractual Obligations. For failure of the Customer to fulfill its contractual obligations for service or facilities subject to regulation by the Commission.

2.14.2.2 Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment.

2.14.3 Non-Payment of Bill.

2.14.3.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the Customer written notice of its intent to deny service if settlement of its account is not made and provided the Customer has at least 5 days, excluding Sundays and holidays in which to make settlement before its service is denied.

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2.14 Denial of Service – Company N/A (Continued)

- 2.14.3.2 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage less than 5 days' notice may be given if necessary to protect Company revenues.
- 2.14.3.3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.
- 2.14.3.4 Failure to Comply with Service Conditions. For failure of the Customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- 2.14.3.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to services provided by the Company.
- 2.14.4 The following may not constitute cause for refusal of service to a present or prospective Customer:
- 2.14.4.1 Failure of a prior Customer to pay for service at the premises to be serviced;
- 2.14.4.2 Failure to pay for a different class of service for a different entity;

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2.14 Denial of Service – Company N/A (Continued)

2.14.4.3 Failure to pay the bill of another Customer as guarantor of that bill;

2.14.4.4 Failure to pay directory advertising charges;

2.14.4.5 Failure to pay an outstanding bill that is over 7 years old, unless the;

2.14.4.6 Outstanding bill is for service obtained by the Customer by means of tampering with equipment furnished by the Company or by unauthorized use of service by any method; or

2.14.4.7 Outstanding bill is for service obtained by the Customer by means of an application made:

- (i) In a fictitious name,
- (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
- (iii) In the name of a third party without disclosing that fact or without bona fide authority from the third party, or
- (iv) Without disclosure of a material fact or by misrepresentations of a material fact.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.14 Denial of Service – Company N/A (Continued)

2.14.5 Notice for Disconnection

2.14.5.1 Written notice of the pending disconnection will be rendered not less than 7 days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address.

2.14.5.2 Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service is not initially discontinued on any Saturday, Sunday, legal holiday, or any other day the Company service representatives are not available to serve Customers.

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2.14 Denial of Service – Company N/A (Continued)

2.14.5 Notice for Disconnection (Continued)

2.14.5.3 Written notice will state:

- the name and address of the Customer whose account is delinquent;
- the reason for discontinuance;
- the amount that is delinquent (if applicable);
- the date when payment or arrangements for payment are required in order to avoid termination;
- the procedure the Customer may use to initiate a complaint or to request an investigation concerning service or disputed charges as set forth in Rule 8;
- the procedure the Customer may use to request amortization of the unpaid charges;
- the telephone number of a the Company representative, who can provide additional information or institute arrangements for payment;
- the telephone number of the CPUC Consumer Affairs Branch where the Customer may direct inquiries;
- local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.

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2.15 9-1-1 Emergency Service

2.15.1 The 9-1-1 Emergency Services Customer may be a municipality, other federal, state or local governmental unit, an authorized agent of one or more municipalities or other federal, state or local governmental units to whom authority has been delegated (e.g., PSAP). The Customer must be authorized to subscribe to the service by the Governing Authority and have public safety responsibility to respond to telephone calls from the public for emergency police, fire or other emergency services within the served territory.

2.15.2 9-1-1 Emergency Services are provided by the Company where facilities and operating conditions permit.

2.15.3 9-1-1 Emergency Services are not intended as a total replacement for the local telephone service of the various public safety agencies that may participate in the use of this service. The Customer must subscribe to additional Local Exchange Services for purposes of placing administrative outgoing calls and receiving other calls.

2.15.4 Application for 9-1-1 Emergency Services must be executed in writing by the Customer. If execution is by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one local law enforcement agency must be included among the participating agencies.

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- 2.15 9-1-1 Emergency Service (Continued)**
- 2.15.5 9-1-1 Emergency Services are provided solely for the benefit of the Customer as an aid in handling 9-1-1 calls in connection with fire, police and other emergencies. The provision of 9-1-1 Emergency Services by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any relationship with or any Company obligation direct or indirect, to any third person or entity other than the Customer.
- 2.15.6 The Company does not undertake to answer and/or forward 9-1-1 or other emergency calls, but furnishes the use of its facilities to enable the Customer's personnel to respond to such calls.
- 2.15.7 The rates charged for 9-1-1 Emergency Services do not contemplate the inspection or constant monitoring of facilities that are not within the Company's control, nor does the Company undertake such responsibility. The Customer shall make such operational tests that are required in the judgment of the Customer. The Customer shall promptly notify the Company in the event the system is not functioning properly.
- 2.15.8 The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.

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2.15 9-1-1 Emergency Service (Continued)

- 2.15.9 The Customer must furnish the Company its agreement to the following terms and conditions:
- 2.15.9.1 All 9-1-1 or other emergency calls will be answered on a 24-hour day, seven-day week basis.
- 2.15.9.2 The Customer has responsibility for dispatching the appropriate emergency services, or will undertake to transfer all emergency calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
- 2.15.9.3 The Customer will develop an appropriate method for responding to calls for nonparticipating agencies that may be directed to their PSAP by calling parties.
- 2.15.9.4 The Customer will subscribe to Local Exchange Service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls.
- 2.15.10 When 9-1-1 ALI Services are provided, the Customer is responsible to:
- 2.15.10.1 Provide information regarding the jurisdictional boundaries associated with all involved public safety agencies.
- 2.15.10.2 Support the creation of a master address file for use in validating user address information and application of appropriate jurisdictional responsibility.

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- 2.15 9-1-1 Emergency Service (Continued)**
- 2.15.10.3 Define the unique combinations of public safety agencies (police, fire, medical, etc.) responsible for providing emergency response services in any specific geographic location.
- 2.15.11 When the IP Selective Routing is provided, the Customer is responsible for identifying primary and secondary PSAPs associated with the unique combinations noted herein and providing the access or telephone numbers required to support the selective transfer feature of IP Selective Routing Service.
- 2.15.12 After establishment of service, it is the Customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of any changes in street names, establishment of new streets, closing and abandonment of streets, changes in police, fire, emergency medical or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 9-1-1 calls to the proper PSAP.
- 2.15.13 The following terms define the Customer's responsibilities with respect to any information provided by the Company to the Customer as part of 9-1-1 ALI Services:
- 2.15.13.1 Such information shall be used by the Customer solely for the purpose of aiding the Customer in identifying, updating and/or verifying the addresses of 9-1-1 callers within the Customer's serving areas in connection with the Customer's provision of emergency response services.

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2.15 9-1-1 Emergency Service (Continued)

- 2.15.13.2 Customer shall strictly limit access to the information to those authorized employees of the Customer with a need to know and those employees actually engaged in the provision of emergency assistance services.
- 2.15.13.3 Customer shall use due care in providing for the security and confidentiality of the information.
- 2.15.13.4 Customer shall make no copies of the information except as may be essential for the verification of emergency assistance services.
- 2.15.14 Each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, and other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person: (1) for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, and which arises out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them, or (2) for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of 9-1-1 Emergency Services and the equipment associated therewith, including, but not limited to, the

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2.15 9-1-1 Emergency Service (Continued)

identification of the telephone number, address, or name associated with the telephone number used by the party or parties accessing 9-1-1 Emergency Services hereunder, or (3) arising out of any act or omission of the Customer, in the course of using services provided pursuant to this Tariff.

2.15.15 The Company supports Local Number Portability (LNP) processing, which allows subscribers to switch from one Telecommunications Service Provider (TSP) to another without changing their phone numbers.

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2.16 Special Information Required On Forms

2.16.1 Customer Bills

2.16.1.1 The Company's name shall be identified on each Customer bill. Each bill will prominently display a toll-free number for service or billing inquiries, together with an address where the Customer may write to the Company. If the Company uses a billing agent, the Company will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following:

1. When the bill shall be paid by the Customer to the Company;
2. Billing detail, including the period of service covered by the bill;
3. Late payment charges and when they will be applied;
4. How the Customer must pay the bill;
5. How to contact the Company with questions about the bill; and
6. If the Customer's bill contains charges for inter LATA and interstate toll calling billed by the Company on behalf of an interexchange carrier authorized to provide those services, then the bill will include a toll-free number for service or billing inquiries.

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2.16 Special Information Required On Forms (Continued)

2.16.1.2 Each bill shall also include the following statement:

"This bill is payable according to the terms stated on this bill; it becomes subject to a late payment charge pursuant to the terms of your agreement with Vesta Solutions, Inc. Should you have any questions regarding this bill, please request an explanation from Vesta Solutions, Inc. If your billing questions have not been resolved to your satisfaction and you believe you have been incorrectly billed you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, California 94102. Payment of disputed charges which have not been resolved is not required, however, any payment made of the disputed bill should be made "under protest" to the CPUC or payment arrangements should be made agreeable to the Company pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission."

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.17 Notices and Communications

2.17.1 Notice by the Company: Unless otherwise provided by these Rules, any notice by the Company to the Customer or by the Customer's authorized representative will be given in writing either by facsimile to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's or the authorized representative's last known address or as mutually agreed by the parties. The Company may provide verbal notice to a Customer or to an authorized representative thereof only in emergencies, where a delay may result in impaired service or a hazard to a Customer. All notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following of the placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.17.2 Notice by the Company Regarding Rate Information:

2.17.2.1 Rate information and information regarding the terms and conditions of service will be provided in writing upon request by a current or potential Customer. Notice of major increases in rates will be provided in writing to the Customer and postmarked at least 30 days prior to the effective date of the change. No Customer notice (other than a tariff revision filed with the CPUC) shall be required for minor rate increase or rate decrease. Customers shall be advised of optional service plans in writing as they become available. In addition, Customers shall be advised of changes to the terms and conditions of service which may result in rate increases to some or all Customers or which result in reduced service or increased obligations for Customers. The Company

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2.17 Notices and Communications (Continued)

shall provide this notice no later than the Company's next periodic billing cycle.

2.17.2.2 When the Company provides information to a consumer which is allegedly in violation of its tariffs, the consumer shall have the right to bring a complaint against the Company. If the Commission determines that the complaint is part of a pattern of misinformation or was an attempt to defraud the Customer, the Commission may impose appropriate sanctions.

2.17.2.3 The Company will notify Customers in writing of a change in ownership or identity of a Customer's service provider on the Customer's next monthly billing cycle.

2.17.2.4. Notices the Company sends to Customers, or to the CPUC, shall be a legible size and printed in a minimum point size of 10 and are deemed made on the date of presentation.

2.17.3 Notice by Customer: Unless otherwise provided by these Rules, any notice by the Customer or its authorized representative may be given verbally to the Company at the Company's business office (in person or telephonically) or by written notice mailed to the Company's business office or as otherwise mutually agreed by the parties. Cancellation of service by the Customer may be given verbally or by written notice to the Company at the Company's business office (in person or telephonically) or as otherwise mutually agreed by the parties.

2.17.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the notice set forth herein.

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2.17 Notices and Communications (Continued)

- 2.17.5 The Company shall, upon request, provide any applicant for service or Customer the following information:
- 2.17.5.1 The CPUC identification number of its registration to operate as a telecommunications corporation within California.
- 2.17.5.2. The address and telephone number of the CPUC to verify its authority to operate.
- 2.17.5.3 A copy of the CPUC's Consumer Protection Regulations.
- 2.17.5.4 A toll-free number to call for service or billing inquiries, along with an address where the Customer may write to the Company.
- 2.17.5.5 A full disclosure of all fictitious names, (i.e., d/b/a names) of the Company.
- 2.17.5.6 The names of billing agents, if any, the Company uses in place of performing the billing function itself.
- 2.17.5.7 Rate information as required in Rule 6A of D.95-07-054.

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2.18 Extensions

Extension line service is not offered by the Company. The Company may provide Special Services. Refer to Section 2.11.

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2.19 Temporary Service

From time to time, the Company may agree to install temporary service or service for speculative projects based upon the needs of the customer and the availability of offering such service(s).

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2.20 Privacy

2.20.1 General

The Company shall not make available to any other person or corporation Customer information that is not public without first obtaining the Customer's consent in accordance with Public Utilities Code Sections 2891, 2891.1 and 2893. The Company will provide each new Customer, and on an annual basis for existing Customers, a description of how the Company handles the Customer's private information and a disclosure of ways in which such information might be used or transferred that would not be obvious to the Customer.

The Company adopts and will comply with the privacy rules set forth in Appendix B of CPUC Decision Nos. 92860 and 93361, except as modified by Decision Nos. 83-06-066, 83-06-073, and 83-09-061. As set forth below, the Company may be required to release nonpublic Customer information without first notifying the Customer and obtaining written consent. For example, the Company will provide required Customer information to an emergency agency answering a 911 call or other call communicating an imminent threat to life or property; to law enforcement agencies in response to lawful process; to collection agencies for the purpose of collecting unpaid debts; to other telephone companies (including local and long distance carriers) as necessary to provide service within or between service areas; and to the Federal Communications Commission or the CPUC. The Company may be required to provide the names and addresses of Customers subscribing to Lifeline service to other certificated California utilities for use in outreach programs.

SECTION 2 - RULES AND REGULATIONS (Continued)

2.20 Privacy (Continued)

2.20.2 Customer Credit Information and Calling Records

CPUC Decision Nos. 92860 and 9336, directs that each communications utility incorporate the provisions of the privacy rule set out in Appendix B of that decision as a part of its tariff. The Company adopts that rule as set out in Appendix B:

2.20.2.1 Definitions

2.20.2.1.1 Credit Information - A Customer's credit information is the information contained in the Customer's utility account record, including but not limited to: account established date, "can-be-reached" number, name of employer, employer's address, customer's social security and/or driver's license number, billing name, location of previous service. Not included in customer credit information for purposes of these rules are: non-published Customer information, or Customer's name, address, and telephone number as listed in the telephone directory.

2.20.2.1.2 Calling Records - Calling Records are the records of calls made from a Customer's telephone no matter how recorded and regardless of whether such information appears in the Customer's monthly telephone service bill. Toll records, the name and address of the called party, and pen registered are examples of calling records.

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2.20 Privacy (Continued)

2.20.2 Customer Credit Information and Calling Records (Continued)

2.20.2.2 Release of Customer Credit Information and Calling Records

A Customer's credit information and/or calling records shall be released by a telephone utility only under the following circumstances:

2.20.2.2.1 Upon receipt of a search warrant obtained pursuant to California or federal law, or of a Federal Grand Jury Subpoena or a Federal Agency Subpoena; or

2.20.2.2.2 Upon making return to a subpoena or subpoena duces tecum, when it reasonably appears to the telephone utility that the procedures set out in Code of Civil Procedures Section 1985.3, or successor provisions, as they exist, have been followed. The utility shall not produce the records if there has not been compliance with CCP Section 1985.3. The utility shall abide by all orders to quash, protective orders, and similar court orders which may be issued with regard to the subpoenaed credit information and calling records.

2.20.2.2.3 Upon receiving permission of the Customer to release the information.

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2.20 Privacy (Continued)

2.20.2 Customer Credit Information and Calling Records (Continued)

2.20.2.3 Deferral of Notice

2.20.2.3.1 Notification to the Customer will be deferred, and no disclosure made for a period of 90 days, if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is sufficient reason to believe that such notification would impede the investigation in which the request is made, upon making return to the court to a subpoena, the telephone utility shall request instruction from the court whether it should notify the Customer of its receipt of the subpoena before divulging the information or records requested.

2.20.2.3.2 The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification to the customer would impede the investigation of an offense pursuant to which the subpoena or warrant was issued.

2.20.2.3.3 Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant or, if that person is unavailable, by another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.

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2.20 Privacy (Continued)

2.20.2 Customer Credit Information and Calling Records (Continued)

2.20.2.3.4 Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the Customer.

2.20.2.4 Exception to Procedure for Release of Credit or Calling Records

The procedure set forth above does not apply where the requester is a collection agency working for the utility on the Customer's account or is an independent telephone company, other common carrier/interexchange carrier, Bell Operating Company, or Bell Company.

2.20.2.5 Retention of Records

Records of requests for credit information and calling records, other than from a utility's employees, shall be retained for a period of at least one year from the date on which the Customer is notified in writing of the request. A copy of the letter of notification which was sent to the Customer shall also be retained for a like period of one year.

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2.21 Change of Service Providers

2.21.1 Solicitation of Customer Authorization for Service Termination and Transfer.

Solicitations by LECs, CLCs (Competitive Local Carrier), or their agents, of customer authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier must include current rate information on the new carrier and information regarding the terms and conditions of service with the new carrier. Solicitations by LECs, CLCs, or their agents, must conform with California Public Utilities Code Section 2889.5. All solicitations sent by LECs, CLCs or their agents to customers must be legible and printed in a minimum point size type of at least 10 points. A penalty or fine of \$500 will apply for each violation of this Rule.

2.21.2 Unauthorized Service Termination and Transfer ("Slamming")

A LEC or CLC will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent unauthorized transfer to their own service. LECs and CLCs are responsible for the actions of their agents that solicit unauthorized service termination and transfers. A carrier who engages in such unauthorized activity shall restore the customer's service to the original carrier without charge to the customer. All billings during the unauthorized service period shall be refunded to the applicant or customer. A penalty or fine of up to \$500 payable to the Commission may apply to each violation of this Rule. As prescribed under PU Code Section 2108, each day of a continuing violation shall constitute a separate and distinct offense. The LEC or CLC responsible for the unauthorized transfer will reimburse the original carrier for reestablishing service at the tariff rate of the original carrier.

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2.22 Demarcation Points

2.22.1 Responsibilities

The Company will provide facilities, equipment, and services to its demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the demarcation point, including those located at that point.

The Customer is responsible for the completion of services beyond the Company's demarcation point.

Customer requested services beyond the demarcation point may be provided by the Company at the Customer's expense.

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Director, Legal

Date Filed:
Effective Date:
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SECTION 2 - RULES AND REGULATIONS (Continued)

2.23

Blocking Access to 900 and 976 Information Services

The Company will make Blocking Access to 900 and 976 Information Services available, when applicable to the services offered by the Company. When applicable and upon a Customer's request, the Company will block Customer's access to 900 and 976 pay-per-call telephone information services at no charge on a per-line basis. The Company will inform the Customer of the availability of blocking service at the time service is initially ordered.

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Decision No.

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Director, Legal

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.24 Directories

The Company will make one printed directory available to each Customer at no charge, when applicable to the services offered by the Company. Such directories may be supplied by the incumbent local exchange carrier or other third party.

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Director, Legal

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.25 Nonpublished Service

The Company will make Nonpublished Service available, when applicable to the services offered by the Company. When applicable and upon a Customer's request, the Company will omit a Customer name, address and telephone number from any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone number, shall be released by the Company in response to legal process or to an authorized governmental agency which complies with the rules set forth in Appendix A to CPUC Decision No. 92860 and 93361 established for the release of nonpublished information as set forth below.

2.25.1 Agencies Authorized to Receive Nonpublished Information

Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.

An agency of the federal government which is lawfully authorized to:

1. Conduct investigations or make arrests for violations of the criminal laws of the United States; or,
2. Prosecute violations of the criminal laws of the United States; or,
3. Enforce civil sanctions which are ancillary to criminal statutes; or,

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.25 Nonpublished Service (Continued)

2.25.1 Agencies Authorized to Receive Nonpublished Information (Continued)

4. Conduct investigations into matters involving the national security of the United States; or,
5. Protect federal or foreign officials; or,
6. Protect public health and safety; or,
7. Conduct emergency rescue operations.
8. Any public health agency of the State of California or of a city, county, or other local government.
9. County or city 911 projects.
10. State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
11. Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of debts.
12. California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.25 Nonpublished Service (Continued)

2.25.2 Procedure for Release of Nonpublished Information to Authorized Agencies

A telephone company shall only provide nonpublished information to persons within agencies who are either:

Peace officers pursuant to California Penal Code Section 830 and all, subsections thereof who are lawfully engaged in a criminal investigation in their official capacity; or,

Health officers who are acting in their official capacity and are lawfully investigating a matter involving a service communicable disease or life threatening situation; or,

Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in the preceding; or,

Employees of a county or city 911 project when acting in an official capacity; or,

Employees of an agency listing in the preceding when engaged in an investigation involving arson or when engaged in fire fighting duties in which there is immediate peril to life or property.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.25 Nonpublished Service (Continued)

2.25.2 Procedure for Release of Nonpublished Information to Authorized Agencies (Continued)

Nonpublished information shall be released by a telephone company to an authorized agency upon the agency's written request provided that the agency has previously furnished the company with a statement, signed by the head of the agency, requesting that nonpublished information be provided to the agency upon its written request, and listing designated persons, by name and title, who are authorized to request, in writing, nonpublished information. The written request for the nonpublished information must be signed by the head of the agency or by a previously designated person and the request must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.

Nonpublished information shall also be released by a telephone company to an authorized agency upon the agency's telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephonic request, and listing designated persons, by name, title and telephone number, who are authorized to request, by telephone, nonpublished information. The telephonic request for nonpublished information must be made by the head of the agency or by one of the previously designated persons.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.25 Nonpublished Service (Continued)

2.25.2 Procedure for Release of Nonpublished Information to Authorized Agencies (Continued)

The nonpublished information requested by telephone shall be provided by the company only on a call back verification basis.

The requesting agency shall, within five working days after making the telephonic request, mail the Company a letter confirming the request.

2.25.3 Notification to Customer

The telephone company shall not notify the Customer regarding the release of the Customer's nonpublished information unless the Customer contacts the Company and specifically requests to know whether their nonpublished information has been released.

When a Customer inquires of the Company whether their nonpublished information has been released, the Customer shall be informed that if information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release of nonpublished information, the Customer will receive no communication from the Company.

If the requesting agency certifies that disclosure to a Customer about the release of his or her nonpublished information to that agency could impede an ongoing criminal investigation, the telephone company shall withhold notice to the Customer for a period of one year from the date of release of the information to the agency.

SECTION 2 - RULES AND REGULATIONS (Continued)

2.25 Nonpublished Service (Continued)

2.25.3 Notification to Customer (Continued)

The one year period of nondisclosure shall be extended for successive one year periods upon new written certification by the agency in each instance. If no request has been made for nondisclosure to the Customer, the Customer who inquires shall be notified in writing as to the identity of the agency which requested the nonpublished information and the information released.

If there has been no request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a Customer who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by the Company that such information was released and which agency received the information.

2.25.4 Exception for Health Officers

No notification shall ever be made to a Customer that nonpublished information was released to an authorized public health agency provided the chief health officer or designated health officer from the agency certifies that disclosure to the Customer could violate a client's or contact's right of privacy and confidentiality.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.25 Nonpublished Service (Continued)

2.25.5 Release of Information to Interexchange Carriers

The Company will provide nonpublished information to an Interexchange Carrier who needs the information for allocation, billing or service purposes.

2.25.6 Retention of Records

All written documents pertaining to nonpublished service shall be retained by telephone companies for at least one year. When an agency requests that notice to the Customer be withheld, the telephone company shall retain the records involved for a period of not less than one year from the date on which the period of nondisclosure expires.

2.25.7 Unsolicited Telephone Efforts

The Company will not contact nonpublished residence Customers by telephone on an unlisted number(s) for unsolicited efforts.

SECTION 3 - DESCRIPTION OF 9-1-1 SERVICES

3.1 9-1-1 Emergency Service

9-1-1 Emergency Services are offered subject to the availability of facilities.

9-1-1 Emergency Services are telecommunications services that permit a Public Safety Answering Point (PSAP) to receive emergency calls placed by dialing the number 9-1-1 and/or emergency calls originated by personal communications devices.

9-1-1 Emergency Services support interconnection to other TSP's for the purpose of receiving emergency calls originating in the other providers' networks. 9-1-1 Emergency Services include 9-1-1 Routing and Transfer Services that use a call management system to either directly perform the selective routing of an emergency call to the appropriate PSAP, or may be used to hand-off the call to a separate 9-1-1 Service Provider (possibly a legacy 9-1-1 Selective Router) for call completion to the appropriate PSAP. 9-1-1- Emergency Services also provide services of call bridging and post call activity reporting.

9-1-1 ALI Services includes a comprehensive data management and delivery service. ALI Services provide ALI record discrepancy resolution, reporting, and trouble ticketing for all call types. The solution includes a web interface for data queries, MSAG management, and trouble ticketing.

The Customer is the Governing Body that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

9-1-1 Emergency Services are only available under contract with a minimum term agreement of one (1) year.

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SECTION 3 - DESCRIPTION OF 9-1-1 SERVICES (Continued)

3.1 9-1-1 Emergency Service (Continued)

3.1.1 9-1-1 Tabular Routing plus ANI

9-1-1 Tabular Routing Service is a public safety grade, specialized managed network for processing 9-1-1 calls that allows the PSAP to accommodate new technologies while simultaneously enabling more control over 9-1-1 call routing operations. 9-1-1 Routing Service delivers emergency calls from both traditional and non-traditional voice networks. In addition to processing traditional TDM voice traffic, 9-1-1 Routing Service also provides IP based call processing capabilities.

The Company's 9-1-1 Routing facilitates interoperability and allows for specialized management of different call types. The Customer can designate, capture, and report on specific instructions for handling each of the following call types:

Wireline: Supports traditional wireline emergency calls originating from an end office, central office and/or enterprise PBX over standard based 911 analog circuits, DS-1 Channel Associated Signaling (CAS), SS7 and PRI interfaces.

Wireless: Supports delivery of wireless 9-1-1 calls to assigned PSAPs. Carriers having the capability to provide wireless handset ANI, cell site and sector and/or longitudinal and latitudinal (x,y) coordinates in the appropriate format, may connect directly to the 9-1-1 Routing Service.

VoIP: Supports delivery of VoIP emergency calls originating from a VoIP Service Provider. VoIP Service Providers capable of providing calls and data in the appropriate format can connect directly to the 9-1-1 Routing Service.

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SECTION 3 - DESCRIPTION OF 9-1-1 SERVICES (Continued)

3.1 9-1-1 Emergency Service (Continued)

3.1.1 9-1-1 Tabular Routing plus ANI (Continued)

3.1.1.1 9-1-1 Tabular Routing Service Features

Automatic Number Identification (ANI)

ANI is the feature by which the telephone number or other related routing (pANI) number associated with an inbound 9-1-1 caller is received by the Company's 9-1-1 Emergency Services and passed on to the proper PSAP. The ANI is also used to determine the proper PSAP to receive the inbound call.

3.1.1.2 Selective Routing

The routing of a 9-1-1 call to the proper PSAP based upon the location of the caller. Selective Routing is typically accomplished by mapping the ANI to an ESN that has been derived based on the caller's location. The ESN maps to a specific routing rule that identifies the PSAP and possible alternative destinations.

Trunk Only Routing

Inbound trunks, typically from a given telecommunications carrier, can be designated to route all calls to a given destination, usually a specific PSAP. If Trunk Only Routing is not specified the system will attempt to perform Selective Routing.

SECTION 3 - DESCRIPTION OF 9-1-1 SERVICES (Continued)

3.1 9-1-1 Emergency Service (Continued)

3.1.1 9-1-1 Tabular Routing plus ANI (Continued)

Default Routing

When an incoming 9-1-1 call cannot be selectively routed due to the reception of an ANI number that is either not stored in the selective router data base, unintelligible ANI or when no ANI number is passed, a predetermined call route will be chosen and the caller will be terminated to the PSAP based upon the incoming trunk facility the call is passed over.

PSAP Abandonment Routing

If a situation arises where a PSAP must be closed or evacuated, this feature provides specific routing instructions for delivery of calls to recovery locations.

3.1.1.3 9-1-1 Transfer Options

Fixed Transfer

Fixed transfer is a feature that enables a PSAP call taker to transfer a 9-1-1 call to a secondary destination (possibly another PSAP) by dialing a pre-assigned speed dial code or by use of a single button on an approved Customer telephone system that dials the appropriate code.

SECTION 3 - DESCRIPTION OF 9-1-1 SERVICES (Continued)

3.1 9-1-1 Emergency Service (Continued)

3.1.1 9-1-1 Tabular Routing plus ANI (Continued)

Selective Call Transfer

Selective Call Transfer is a feature enabling a PSAP call taker to transfer an incoming 9-1-1 call to another agency by dialing a pre-assigned speed dial code associated with police, fire or medical agencies or by use of a single button on an approved Customer telephone system that dials the appropriate code. The specific transfer destination is determined by the caller's originating location as specified by the ESN.

Manual Transfer

A PSAP call taker may transfer an incoming call manually by depressing the hook switch of the associated telephone or the "add" button on approved Customer telephone system, and dialing either an appropriate seven or 10-digit telephone number.

Alternate Routing

The overflow call disposition transfer feature enables the ability for callers to be terminated either to a previously designated alternate call center or to a busy tone when all PSAP trunks are busy.

3.1.1.4 Call Event Logging

The call event logging feature delivers reporting information containing the ANI received from a 9-1-1 call, the identity of the incoming trunk the Selective Router received the call over, the identity of the outgoing PSAP trunk the call is terminated to, and the date and time the call was delivered to its target destination, transferred and/or disconnected.

SECTION 3 - DESCRIPTION OF 9-1-1 SERVICES (Continued)

3.1 9-1-1 Emergency Service (Continued)

3.1.2 9-1-1 ALI Services

9-1-1 ALI Services are described below. Any additional features or functionality requested by the Customer may be considered on an ICB basis.

3.1.2.1 MSAG Management

The Company provides a data management and administration tool that automates the viewing and communication of updates, insertions, and deletions to the MSAG database.

3.1.2.2 Database Standards Compliance

The Company acts as the facilitator with the addressing authority in the maintenance of the MSAG utilizing recognized National Emergency Number Association (NENA) recommended standards.

3.1.2.3 Subscriber Record Management

Subscriber Record Management is the collection of service order records from TSP's, validation of those records against the MSAG, and storage of the records for the generation of the ALI database.

3.1.2.4 ALI Database Updates

After processing and validating subscriber record updates, the Company processes ALI records for call routing and for retrieval and display by the PSAP during 9-1-1 calls.

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SECTION 3 - DESCRIPTION OF 9-1-1 SERVICES (Continued)

3.1 9-1-1 Emergency Service (Continued)

3.1.2 9-1-1 ALI Services (Continued)

3.1.2.5 ANI/ALI Discrepancy Resolution

An ANI/ALI discrepancy occurs when an ALI record delivered to a PSAP does not match the information of the caller. The Company will investigate ANI/ALI discrepancy reports and refer each discrepancy to the respective TSP for resolution.

3.1.2.6 Misroute Resolution

An ANI/ALI misroute occurs when a 9-1-1 call is delivered to the incorrect PSAP. The Company investigates ANI/ALI misroute reports and refers each misroute report to the TSP for resolution.

3.1.2.7 No Record Found (NRF) Resolution

An NRF occurs when the ANI provided does not exist in the ALI database and/or when NRF is displayed at the PSAP. The Company will resolve or refer each NRF to the respective TSP for resolution.

3.1.2.8 ALI Delivery

ALI Delivery provides location information via the ALI Data Access Connections to a PSAP during a 9-1-1 call.

3.1.2.9 Data Support of Wireless and VoIP 9-1-1

The Company's database management systems support both Phase I and Phase II wireless and VoIP 9-1-1 call processing. This includes the E2 interface used by wireless service providers to communicate 9-1-1 caller location information to the ALI database.

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SECTION 3 - DESCRIPTION OF 9-1-1 SERVICES (Continued)

3.1 9-1-1 Emergency Service (Continued)

3.1.2 9-1-1 ALI Services (Continued)

3.1.2.10 ALI Metrics Reporting

The Company provides access to reports that provide details on data transactions, the number of records processed, and the number of errors.

3.1.3 Network Elements

The Company's solution utilizes a redundant, secure IP infrastructure. Facilities and nodes are geographically diverse and are equipped with physically redundant data communications and power equipment that allow for continuous operation and reliability. The Company Network Elements are described below and are referenced in the Network Element Diagram in this Section.

3.1.3.1 IP Transport from Data Center to PSAP Call Handling System Host

The IP network connects the Data Center to the Call Handling System Host.

3.1.3.2 Ingress Network

The Point of Ingress and Interconnection for the Originating Service Provider (OSP) is the Legacy Network Gateway (LNG). The Point of Ingress and interconnection for a Legacy 9-1-1 Service Provider, if any, is the Legacy Selective Router Gateway (LSRG). The Company will provide the points of ingress (for interconnection) where the OSP trunks and/or SIP circuits of other providers will terminate.

SECTION 3 - DESCRIPTION OF 9-1-1 SERVICES (Continued)

3.1 9-1-1 Emergency Service (Continued)

3.1.3 Network Elements (Continued)

3.1.3.3 End Office to Tandem Trunks matching the current tandem trunking services provided or P.01 grade of service, whichever is less.

3.1.3.4 Egress Network

The Company will terminate its IP transport to 1) the Legacy PSAP Gateway where the PSAP 9-1-1 analog trunks terminate or when the Company is to connect to an IP Enabled Call Handling System, the Company will terminate its IP transport 2) to the IP router serving the IP Enabled Call Handling System.

3.1.3.5 Inter-tandem trunks to LEC 9-1-1 Tandems matching the current inter-tandem trunking services provided to the PSAP.

Additional Inter-tandem trunks to other E9-1-1 tandems are chargeable (refer to section 3.1.3.7.6).

3.1.3.6 Legacy Selective Router Gateways (LSRG's) will be required to terminate trunking back to the existing E9-1-1 LEC tandem during the transition phase. These trunks will allow call transfers between the LEC E9-1-1 tandem and the Company's selective routers.

After the Company's selective router installation is complete and in-service, the Company will provide the LSRG and trunks that the Company deems necessary for the handling of E9-1-1 call transfer between the Company's selective router and those PSAPs which remain connected to the existing E9-1-1 LEC tandem.

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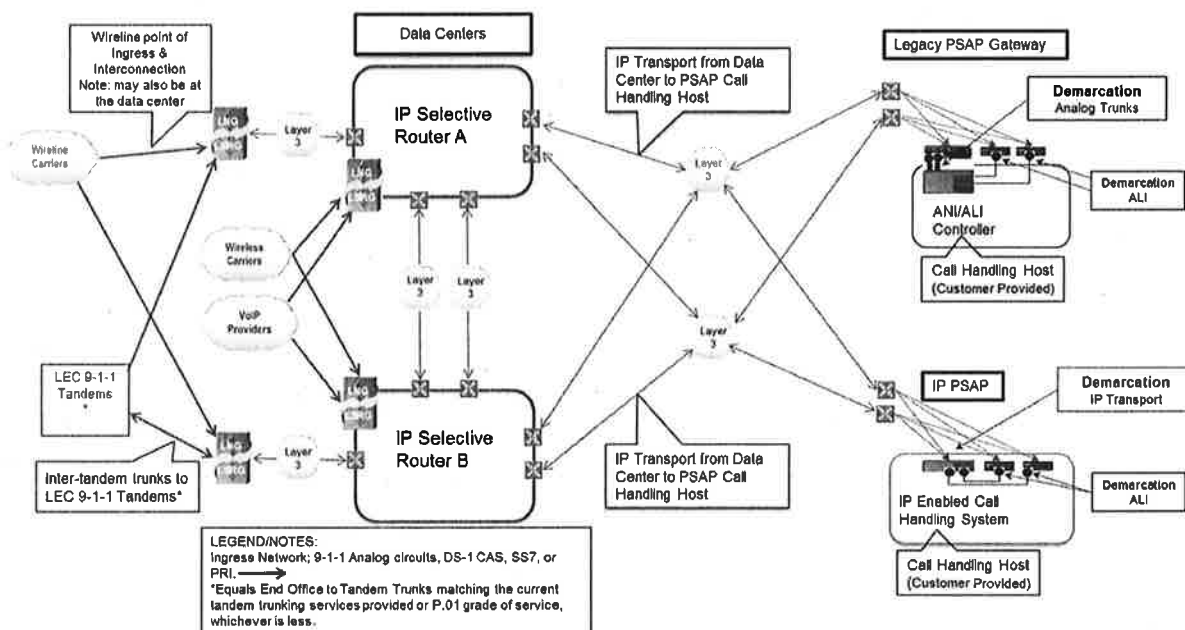
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SECTION 3 - DESCRIPTION OF 9-1-1 SERVICES (Continued)

3.1 9-1-1 Emergency Service (Continued)

3.1.3 Network Elements (Continued)

Network Element Diagram



3.1.3.7 Exclusions:

For the purpose of clarity, any network elements not described in Section 3.1.3 are excluded. Notwithstanding the foregoing, for purposes of clarity, the following are excluded from Network Elements.

3.1.3.7.1 9-1-1 Call Handling System Host(s) to the 9-1-1 Call Handling Work Stations.

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SECTION 3 - DESCRIPTION OF 9-1-1 SERVICES (Continued)

3.1 9-1-1 Emergency Service (Continued)

3.1.3 Network Elements (Continued)

3.1.3.7.2 Reserved for Future Use

3.1.3.7.3 10 digit lines for the purpose of call transfer/conference. Administrative lines.

3.1.3.7.4 Reserved for Future Use

3.1.3.7.5 Non-IP Selective Router to PSAP trunks (administrative lines or point-to-point TDM trunks for ALI)

3.1.3.7.6 Inter-tandem trunks in excess of those currently providing service to the PSAP to LEC and other 9-1-1 Tandems

3.1.3.7.7 ALI circuits to ALI database (when database provided by other than Vesta)

3.1.3.7.8 ALI maintenance terminal circuits

3.1.3.7.9 Disaster Alternative Network - The Company does not furnish additional PSTN (public switched telephone network) services for alternative disaster mode conditions.

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SECTION 3 - DESCRIPTION OF 9-1-1 SERVICES (Continued)

3.2 NG9-1-1 Service Features¹

3.2.1 Available Features. NG9-1-1 Service is available with the following Service Feature Offerings: Automatic Location Identification and default routing and Call Routing Device (defined below in 5.1.5). ANI is contingent upon transmission of ANI by the telephone service provider and receipt by the company. Location Database Service is contingent upon the ALI service providers providing the ALI databases.

3.2.2 Standard Features. The following standards features are included with each service offering: Default Routing, Alternate Routing, and Call Transfer.

3.2.3 Private Switch/Location Database Service Features. Private Switch/Location Database Service is available with the Service Feature Offerings describes for NG9-1-1 Service, above.

3.2.4 Trunk Features. Trunks and/or IP circuits may be obtained from either the local exchange carrier, or other facilities provider. The Company provides the points of ingress (POIs) where the TDM and/or SIP trunks may terminate.

3.2.5 NG9-1-1 Call Routing Device Features:

- 1) Emergency Service Routing Proxy and Policy Routing Function (ESRP/PRF)
- 2) Emergency Call Routing Function and Location Validation Function (ECRF/LVF)
- 3) Delivery of 9-1-1 voice call
- 4) Deliver of location data
- 5) Delivery of additional data content relative to each 9-1-1

¹ NG9-1-1 Service is offered where technically feasible.

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SECTION 3 - DESCRIPTION OF 9-1-1 SERVICES (Continued)

3.3 Private Switch 9-1-1 (PS9-1-1)

Private Switch/Location Database Service may be provided upon request and subject to the availability of facilities.

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SECTION 4 - DESCRIPTION OF OTHER SERVICES AND OFFERINGS

4.1 Trial Services

The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval, if required. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

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SECTION 4 - DESCRIPTION OF SERVICES (Continued)

4.2 Promotional Offerings

The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval, if required. The Company may file a promotional offering on one day's notice to the Commission.

When promotional offerings are made available by the Company, the Company will post the promotional offerings on its website at www.vestapublicsafety.com.

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SECTION 4 - DESCRIPTION OF SERVICES (Continued)

4.3 Individual Case Basis ("ICB") Offerings

The tariff may not specify the price of a service in the tariff as ICB. The Company may or may not have an equivalent service in its tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

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SECTION 4 - DESCRIPTION OF SERVICES (Continued)

4.4 Customized Pricing Arrangements ("CPAs") Offerings

The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a customer and the contract filed (can be under seal) with the Commission.

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SECTION 5 – RATES & CHARGES

5.1 9-1-1 Emergency Service ²		Monthly Rate Per Person Served ³
5.1.1	9-1-1 Tabular Routing + 9-1-1 ANI (Reference: Section 3.1.1)	ICB
5.1.2	9-1-1 ALI Database (DB) Services + DB Management (Reference: Section 3.1.2)	ICB
5.1.3	9-1-1 Network Elements (Reference: Section 3.1.3)	ICB
5.1.4	9-1-1 Tabular Routing + 9-1-1 ANI + 9-1-1 ALI DB Services + DB Management + 9-1-1 Network Elements (Reference: Section 3.1.1 – 3.1.3)	ICB

² Additional charges may be rendered by other local exchange carriers in connection with the provisioning of 9-1-1 Emergency Service to the Customer.

³ Persons Served is calculated by taking the most recent county population as estimated by the U.S. Census Bureau data (<http://www.census.gov/popest/counties/>). PSAPs that serve an area that crosses county boundaries, or encompasses only a portion of a county, the number of persons served will be determined on a case-by-case basis. The number of persons served is subject to annual review and sizing using the most recent U.S. Census Bureau data.

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SECTION 5 – RATES & CHARGES (Continued)

5.2 NG9-1-1 Feature or Module Pricing

The NG9-1-1 features or modules listed in the following table are compliant to leading industry standards specifications including the National Emergency Number Association (NENA) i3 and IETF (Internet Engineering Task Force). Customers may wish to purchase all listed modules as a complete NG9-1-1 Solution for ALI and SR replacement.

	Price List (Non-Recurring Fee)	Price List (Recurring Fee)
Legacy Network Gateway/Legacy Selective Router Gateway (LNG/LSRG) Trunking Service	ICB	ICB
ESInet and i3 Functional Elements for Call Routing and Call Delivery	ICB	ICB
Location Service and Location Data Delivery	ICB	ICB
Additional Data System Management and Delivery. Additional Data reflects subscriber submitted data beyond ALI	ICB	ICB
Emergency Call Routing Function (ECRF)/Location Validation Function (LVF). Included are GIS Data Synchronization between Emergency Call Routing Function/Location Validation Function (ECRF/LVF) and Public Safety Provided Master GIS.	ICB	ICB
Database Management Services. The Initial Load and Reconciliation of Communication Service Providers' subscriber ALI data to Location Database. The administration of Pseudo ANI.	ICB	ICB
Legacy PSAP Gateway (LPG) Transitional Functional Element for Legacy PSAP CPE for ESInet Interoperation	ICB	ICB

Advice Letter No.
Decision No.

Date Filed:
Effective Date:

Resolution No. _____

Paula Pileggi
Director, Legal

Vesta Solutions, Inc.
42505 Rio Nedo
P.O. Box 9007
Temecula, CA 92590
Corp. ID # U-

Schedule CAL. P.U.C. No. 1

Original Sheet No. 116

SECTION 5 – RATES & CHARGES (Continued)

5.3 Private Switch 9-1-1 (PS9-1-1)

ICB

Advice Letter No.
Decision No.

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Director, Legal

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42505 Rio Nedo
P.O. Box 9007
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Schedule CAL. P.U.C. No. 1

Original Sheet No. 117

SECTION 5 – RATES & CHARGES (Continued)

5.4 Charges for Service Order, Moves, Changes, & Customer Premises Visits

	Base Charge	Additional Charge
Service Charge for Premises Visit	\$150.00/hr.	\$75.00
Changes to Customer Definable Features		
First three (3) requests during calendar month	No Charge	N/A
Fourth (4 th) and succeeding request during a calendar month	\$150.00/request	N/A
Record Order Change	\$75.00	N/A

5.4.1 Service Charges for Premises Visits apply to visits to the Customer's Premises by a Company employee, agent or contractor when the service difficulty or trouble report that initiated the visit results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

5.4.1.1 Service Charge for Premises Visits hourly rate is based on a two (2)-hour minimum Base Charge, including travel time. Time that exceeds the two (2) hour minimum, including any portion of a thirty (30) minute increment, will be billed the Additional Charge shown for each increment.

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Schedule CAL. P.U.C. No. 1

Original Sheet No. 118

SECTION 5 – RATES & CHARGES (Continued)

5.4 Charges for Service Order, Moves, Changes, & Customer Premises Visits (Continued)

5.4.3 Charges for Changes to Customer Definable Features include, but are not limited to, requests for changes to Customer's definable features which include: Default Routing, Alternate Routing, and Call Transfer. Charges apply to the number of requests for changes, not the number of changes per request.

5.4.4 Additional charges will apply for Customer request to move existing service. Such charges are dependent on the unique circumstances of each Customer and will be determined individually.

5.4.5 Record Order Change applies to Customer-initiated requests that involve changes in Company records.

Advice Letter No.
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Vesta Solutions, Inc.
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P.O. Box 9007
Temecula, CA 92590
Corp. ID # U-

Schedule CAL. P.U.C. No. 1

Original Sheet No. 119

SECTION 6 - PROPOSED SERVICE AREA MAP

Applicant proposes to serve the entire State of California



Advice Letter No.
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Paula Pileggi
Director, Legal

Vesta Solutions, Inc.
42505 Rio Nedo
P.O. Box 9007
Temecula, CA 92590
Corp. ID # U-

Schedule CAL. P.U.C. No. 1

Original Sheet No. 120

SECTION 7 - LIST OF CONTRACTS AND DEVIATIONS

Name and Location of Customer	Type or Class of Service	Execution And Expiration Dates	Commission Authorization Number and Date	Most Comparable Regular Tariff Schedule No.	Contract Differences
--	---	---	---	--	---------------------------------

Advice Letter No.
Decision No.

Date Filed:
Effective Date:

Resolution No. _____

Paula Pileggi
Director, Legal

Vesta Solutions, Inc.
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P.O. Box 9007
Temecula, CA 92590
Corp. ID # U-

Schedule CAL. P.U.C. No. 1

Original Sheet No. 121

SECTION 8 - SAMPLE FORMS

1) Customer Alert

Our records show that your account is past due in excess of _____ days. The intent of Vesta Communications, Inc. is to assist our customers to meet their business needs. We would like to offer you assistance with payment options. Please contact us at _____ to discuss these options.

Unfortunately, unless we hear from you and agree upon a payment plan by (month, date, year) then we will have to disconnect your services. A reconnection fee will be required, as if you ordered service for the first time, to restore your service after disconnection.

We value your business. Please do not leave us with disconnection as our only alternative. Please contact us immediately to discuss a payment arrangement.

2) Returned Check Charges

This letter is to advise you that we have received a returned check for insufficient funds on your account.

A returned check charge of \$__ will be applied to your account along with your previous balance.

Please contact us at _____ and make arrangements to pay your bill in full.

Advice Letter No.
Decision No.

Paula Pileggi
Director, Legal

Date Filed:
Effective Date:
Resolution No. _____

EXHIBIT E

RESUMES

Jeroen de Witte
Senior Director Network Solutions

As Senior Director Network Solutions of Vesta Solutions, Inc., Jeroen de Witte is responsible for the design and quality assurance activities for all network solutions product lines.

A Licensed Professional Engineer, de Witte joined the Vesta Solutions team in May 2003. He possesses 20+ years of R&D experience with extensive knowledge in Ethernet, IP, SIP, ATM, DSL, radio dispatch and call processing. Prior, Jeroen de Witte held various R&D management roles at Nimcat Networks, Lantern Communications and Nortel Networks.

Jeroen earned a B.S. in Electrical Engineering from the University of Ottawa.

Sam Bard
Senior Manager, NG-9-1-1 Services

As Senior Manager of NG9-1-1 Services, Sam leads a team of highly experienced subject matter experts responsible for Next Generation 9-1-1 Enterprise Services portfolio. He joined Airbus in 2018 and serves on the forefront of Vesta Solutions NG9-1-1 network and core service offerings to the public safety market.

Sam has spent the past 14 years in the private sector focused on the design and deployment of NG9-1-1 networks, technology platforms, and legacy to NG9-1-1 migration strategies. Holding senior leadership positions in product management, solution engineering, and new technology marketing, afford Sam a broad spectrum of understanding of the 9-1-1 industry, technology, and best practices for the selection and transition of public safety agencies to new technologies. Sam is active in numerous industry organizations, including NENA, APCO, iCERT. Sam is a 17-year member of the National Emergency Number Association (NENA), where he has held several offices, including Kentucky Chapter President, and currently, sits on the APCO Commercial Advisory Council. (CAC).

Prior to joining Vesta Solutions, has served in both public and private sector senior leadership positions, including Capgemini America, TeleCommunications Systems, microDATA GIS, and InterAct Public Safety Systems. Sam has served in law enforcement, fire service, EMS, and 9-1-1 telecommunications, including the Executive Director of Paducah-McCracken County Kentucky.

Sam has attended the University of Kentucky, Western Kentucky University, and the American Intercontinental University in the areas of Finance, Law Enforcement Leadership, Management, and Marketing. A graduate of the Kentucky DOCJT Law Enforcement Academy, he has been certified as Kentucky Law Enforcement Law Enforcement instructor.

Mary Wathen
Senior Director, Operations

As Senior Director, Operations, Mary Wathen oversees many operations and business units for Vesta Solutions, Inc. These include Notification Systems, facilities, procurement and quality. Additional duties also include oversight of Implementation Services, Technical Services and

Managed Services.

Before Mary joined Vesta Solutions in January 2004, she served as President of Nelco Technology for three years; General Manager for QLP Laminates (a division of Tyco/Amp) for six years; National Sales Manager for Polycad for six years; and President of Koboway for 15 years. In 1987, Mary was selected, serving as a board member of the American Electronics Association, as a representative of Small Business for a congressional sub-committee hearing in Washington, DC.

Mary is a graduate of Stanford Executive Institute, California.

EXHIBIT F

SWORN AFFIDAVIT

Pursuant to D. 13-05-035, Ordering Paragraph 14

SWORN AFFIDAVIT
(D. 13-05-035, Ordering Paragraph 14)

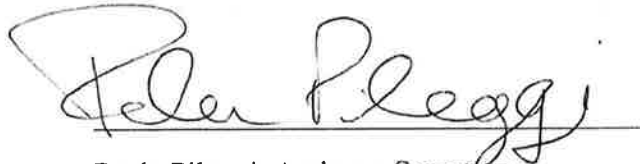
My name is Paula Pileggi. I am the Assistant Secretary of Vesta Solutions, Inc. My personal knowledge of the facts stated herein has been derived from my role as Assistant Secretary of Vesta Solutions, Inc. and I am authorized to make this verification on its behalf.

I affirm the following:

Neither applicant, any of its affiliates, officers, directors, partners, agents, or owners (directly or indirectly) of more than 10% of applicant, or anyone acting in a management capacity for applicant: (a) held one of these positions with a company that filed for bankruptcy; (b) been personally found liable, or held one of these positions with a company that has been found liable, for fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others; (c) been convicted of a felony; (d) been (to his/her knowledge) the subject of a criminal referral by judge or public agency; (e) had a telecommunications license or operating authority denied, suspended, revoked, or limited in any jurisdiction; (f) personally entered into a settlement, or held one of these positions with a company that has entered into settlement of criminal or civil claims involving violations of sections 17000 et seq., 17200 et seq., or 17500 et seq. of the California Business & Professions Code, or of any other statute, regulation, or decisional law relating to fraud, dishonesty, failure to disclose, or misrepresentations to consumers or others; or (g) been found to have violated any statute, law, or rule pertaining to public utilities or other regulated industries; or (h) entered into any settlement agreements or made any voluntary payments or agreed to any other type of monetary forfeitures in resolution of any action by any regulatory body, agency, or attorney general.

Neither applicant, any affiliate, officer, director, partner, nor owner of more than 10% of applicant, or any person acting in such capacity whether or not formally appointed, is being or has been investigated by the Federal Communications Commission or any law enforcement or regulatory agency for failure to comply with any law, rule or order.

I affirm and declare under penalty of perjury under the laws of the State of California, including Rule 1.1 of the California Public Utilities Commission's Rules of Practice and Procedure, that, to the best of my knowledge, all of the statements and representations made in this Application are true and correct.

A handwritten signature in dark ink, appearing to read "Paula Pileggi", is written over a horizontal line.

Paula Pileggi, Assistant Secretary

EXHIBIT G

FINANCIALS

3730/001/X198430.v2

Section 1: 10-K (10-K)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

- ☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2017
or
- ☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____
Commission File number 1-7221

MOTOROLA SOLUTIONS, INC.

(Exact name of registrant as specified in its charter)

DELAWARE
(State of Incorporation)

36-1115800

(I.R.S. Employer Identification No.)

500 West Monroe Street, Chicago, Illinois 60661

(Address of principal executive offices)

(847) 576-5000

(Registrant's telephone number)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of Each Class</u>	<u>Name of Each Exchange on Which Registered</u>
Common Stock, \$.01 Par Value per Share	New York Stock Exchange
Securities registered pursuant to Section 12(g) of the Act:	
None	

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐

Smaller reporting company ☐

Emerging growth
company ☐

(Do not check if a smaller reporting company)

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of voting and non-voting common equity held by non-affiliates of the registrant as of July 1, 2017 (the last business day of the Registrant's most recently completed second quarter) was approximately \$12.6 billion.

The number of shares of the registrant's Common Stock, \$.01 par value per share, outstanding as of February 2, 2018 was 161,307,525.

Item 8: Financial Statements and Supplementary Data

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors
Motorola Solutions, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Motorola Solutions, Inc. and subsidiaries (the "Company") as of December 31, 2017 and 2016, the related consolidated statements of operations, comprehensive income (loss), stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2017, and the related notes (collectively, the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2017 and 2016, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2017, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Company's internal control over financial reporting as of December 31, 2017, based on the criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), and our report dated February 16, 2018 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

We have served as the Company's auditor since 1959.

KPMG LLP

Chicago, Illinois

February 16, 2018

Consolidated Statements of Operations

(In millions, except per share amounts)	Years ended December 31		
	2017	2016	2015
Net sales from products	\$ 3,772	\$ 3,649	\$ 3,676
Net sales from services	2,608	2,389	2,019
Net sales	6,380	6,038	5,695
Costs of products sales	1,686	1,649	1,625
Costs of services sales	1,670	1,520	1,351
Costs of sales	3,356	3,169	2,976
Gross margin	3,024	2,869	2,719
Selling, general and administrative expenses	979	1,000	1,021
Research and development expenditures	568	553	620
Other charges	195	249	84
Operating earnings	1,282	1,067	994
Other income (expense):			
Interest expense, net	(201)	(205)	(173)
Gains (losses) on sales of investments and businesses, net	3	(6)	107
Other	(8)	(12)	(11)
Total other expense	(206)	(223)	(77)
Earnings from continuing operations before income taxes	1,076	844	917
Income tax expense	1,227	282	274
Earnings (loss) from continuing operations	(151)	562	643
Loss from discontinued operations, net of tax	—	—	(30)
Net earnings (loss)	(151)	562	613
Less: Earnings attributable to noncontrolling interests	4	2	3
Net earnings (loss) attributable to Motorola Solutions, Inc.	\$ (155)	\$ 560	\$ 610
<i>Amounts attributable to Motorola Solutions, Inc. common stockholders:</i>			
Earnings (loss) from continuing operations, net of tax	\$ (155)	\$ 560	\$ 640
Loss from discontinued operations, net of tax	—	—	(30)
Net earnings (loss) attributable to Motorola Solutions, Inc.	\$ (155)	\$ 560	\$ 610
<i>Earnings (loss) per common share:</i>			
Basic:			
Continuing operations	\$ (0.95)	\$ 3.30	\$ 3.21
Discontinued operations	—	—	(0.15)
	\$ (0.95)	\$ 3.30	\$ 3.06
Diluted:			
Continuing operations	\$ (0.95)	\$ 3.24	\$ 3.17
Discontinued operations	—	—	(0.15)
	\$ (0.95)	\$ 3.24	\$ 3.02
<i>Weighted average common shares outstanding:</i>			
Basic	162.9	169.6	199.6
Diluted	162.9	173.1	201.8
Dividends declared per share	\$ 1.93	\$ 1.70	\$ 1.43

See accompanying notes to consolidated financial statements.

Consolidated Statements of Comprehensive Income (Loss)

(In millions)	Years ended December 31		
	2017	2016	2015
Net earnings (loss)	\$ (151)	\$ 562	\$ 613
Other comprehensive income (loss), net of tax (Note 3):			
Foreign currency translation adjustments	141	(228)	(62)
Marketable securities	6	3	(47)
Defined benefit plans	(392)	(226)	98
Total other comprehensive loss, net of tax	(245)	(451)	(11)
Comprehensive income (loss)	(396)	111	602
Less: Earnings attributable to noncontrolling interest	4	2	3
Comprehensive income (loss) attributable to Motorola Solutions, Inc. common shareholders	\$ (400)	\$ 109	\$ 599

See accompanying notes to consolidated financial statements.

Consolidated Balance Sheets

(In millions, except par value)	December 31	
	2017	2016
ASSETS		
Cash and cash equivalents	\$ 1,205	\$ 967
Restricted cash	63	63
Total cash and cash equivalents	1,268	1,030
Accounts receivable, net	1,523	1,410
Inventories, net	327	273
Other current assets	832	755
Total current assets	3,950	3,468
Property, plant and equipment, net	856	789
Investments	247	238
Deferred income taxes	1,023	2,219
Goodwill	938	728
Intangible assets, net	861	821
Other assets	333	200
Total assets	\$ 8,208	\$ 8,463
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current portion of long-term debt	\$ 52	\$ 4
Accounts payable	593	553
Accrued liabilities	2,286	2,111
Total current liabilities	2,931	2,668
Long-term debt	4,419	4,392
Other liabilities	2,585	2,355
Stockholders' Equity		
Preferred stock, \$100 par value	—	—
Common stock, \$.01 par value:	2	2
Authorized shares: 600.0		
Issued shares: 12/31/17—161.6; 12/31/16—165.5		
Outstanding shares: 12/31/17—161.2; 12/31/16—164.7		
Additional paid-in capital	351	203
Retained earnings	467	1,148
Accumulated other comprehensive loss	(2,562)	(2,317)
Total Motorola Solutions, Inc. stockholders' equity (deficit)	(1,742)	(964)
Noncontrolling interests	15	12
Total stockholders' equity (deficit)	(1,727)	(952)
Total liabilities and stockholders' equity	\$ 8,208	\$ 8,463

See accompanying notes to consolidated financial statements.